AI-28392 **2. A.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - CCL #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-021-001-0-XXX

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

BUDGETARY IMPACT:

Lapsed funding available as of 09/02/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/02/2011 02:28 PM
Auditor's Office	Monica Badillo	09/02/2011 04:57 PM

Form Started By: Sylvia Solis Started On: 09/02/2011 02:08 PM

Final Approval Date: 09/02/2011

DATE: September 2, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law #1

ACCOUNT NUMBER: 1-1100-412-00-021-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
230	RETIREMENT	121	TEMP F/T EMPLOYEES	122.00
			TOTAL	122.00

REASON:
Intradepartmental Transfer to fund salary expenditures for Cout Clerk temporay position.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28384 **2. B.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Maria Elena, CC#2 Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2011 - County Court #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-022-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/02/2011.

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/02/2011 11:15 AM
Ana Galvan	Anna Galvan	09/02/2011 01:24 PM
Auditor's Office	Arcilia Duran	09/02/2011 01:53 PM

Form Started By: Monica Badillo Started On: 09/02/2011 10:42 AM

Final Approval Date: 09/02/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 9/2/11

Aug 15,2011
angela
fax 292-7035
fax 292-7034
monica

DEPARTME

DEPARTMENT NAME: Judge Jaime Palacios

ACCOUNT NUMBER: CC #2

1-1100-412-00-022-001-0-xxx

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
890	~~Reg. F/T Employees~~ Other	583	Travel out of County	$1,000.00
890	~~Reg. F/T Employees~~ Other	584	Registration fees	500.00
			TOTAL	1,500.00

REASON: Travel Expenses ~~Office Expenditures, telephone, postage, judge's seminars, books, and office furniture~~

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

8/15/11
DATE

ATTEST COUNTY CLERK

SEP-02-2011 10:20 From:CCO 9563182384 To:9292703 Page:1/1

AI-28385 **2. C.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct # 1 Adm (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-004-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 9-2-11

Attachments

2011 - Pct # 1 Adm (1200)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/02/2011 11:26 AM
JC Carreon	JC Carreon	09/02/2011 11:34 AM
Auditor's Office	Arcilia Duran	09/02/2011 01:55 PM

Form Started By: Robert Elizondo Started On: 09/02/2011 11:18 AM

Final Approval Date: 09/02/2011

DATE: September 6, 2011 **MEETING REQUEST DATE:** September 13, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 Administration JE-

ACCOUNT NUMBER: 1-1200-431-00-121-004-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1200	-431	-00	-121	-004	-0	431	BLDG &OTHER STR SVR	1	-1200	-431	-00	-121	-004	-0	609	AGRI & LANDSCAP	1,000.00
																		1,000.00

REASON: PREPARING FOR PURCHASES AND SERVICES THAT ARE NEEDED.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-28382 **2. D.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Robert Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct # 1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 9-2-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/02/2011 10:34 AM
JC Carreon	JC Carreon	09/02/2011 11:31 AM
Auditor's Office	Arcilia Duran	09/02/2011 01:51 PM

Form Started By: Robert Elizondo Started On: 09/02/2011 09:23 AM

Final Approval Date: 09/02/2011

DATE: September 6, 2011 **MEETING REQUEST DATE:** August 30, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA ai-

DEPARTMENT NAME: PCT #1 SANITATION

ACCOUNT NUMBER: 1-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	-1100	-432	-00	-121	-001	-0	350	OTHER SERVICE	1	-1100	-432	-00	-121	-001	-0	672	EQUIP. & VEH. R & M SR	5,000.00
1	-1100	-432	-00	-121	-001	-0	350	OTHER SERVICE	1	-1100	-432	-00	-121	-001	-0	626	GASOLINE & DIESEL	10,000.00
																		15,000.00

REASON: NEEDED TO COVER FUTURE EXPENSES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-28356 **2. E.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Yolanda Chapa Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2011 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/31/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 12:57 PM
Ana Galvan	Anna Galvan	08/31/2011 02:42 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:02 PM
Dina Trevino	Angela Garcia	09/01/2011 04:23 PM

Form Started By: SANDRA DELEON Started On: 08/31/2011 11:35 AM

Final Approval Date: 09/01/2011

DATE: August 31, 2011

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 1-1100-413-00-110-006-0-XXX

SUBJECT: Intradepartmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
581	In County Travel	442	Equipment & Vehicle rentals	1,000.00
550	Printing & Binding	442	Equipment & Vehicle rentals	200.00
			TOTAL	1,200.00

REASON: For remainder of year monthly rental of copier.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-28275 **2. F.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Roy Quintanilha Submitted By: Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

2011 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-50-125-003-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-31-11

Attachments

LIT

Uniform Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 09:06 AM
Veronica Ortiz	Veronica Ortiz	08/31/2011 11:29 AM
Auditor's Office	Arcilia Duran	09/01/2011 03:18 PM
Erika Zamora	Erika Zamora	09/01/2011 04:23 PM

Form Started By: Rosie Luna Started On: 08/25/2011 08:54 AM

Final Approval Date: 09/01/2011

DATE: August 25, 2011

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Safety Division

ACCOUNT NUMBER: 1-1100-419-50-125-003-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:
I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
339	Other professional services	605	Clothing & Uniforms	$ 900.00
432	R&M Services-Equip. & Veh	672	R&M Supplies-Equip & Veh.	$ 1,500.00
			TOTAL	**$ 2,400.00**

REASON: **Line Item Transfer is being requested to purchase uniforms for Safety Officers and to purchase tires for 3 units that are in need of new tires.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

Department of Budget and Management/
Safety Division

Approved by Commissioners
Court on: August 12, 2008

Purpose:

The use of a uniform by the Hidalgo County Department of Budget and Management, Safety Division serves to clearly identify the wearer as a public official in the performance of their Official Duties. The uniform serves to reflect a professional appearance by the wearer.

For those employees not designated to wear a uniform, the policy serves as a guide to what attire is appropriate for the work place.

Proper Uniform Prescribed:

All uniformed members of the Department of Budget and Management, Safety Division will wear when on duty only such uniform and insignia as prescribed herein and uniformed female employees are authorized to carry handbags. The Safety Director may, however, grant permission to work in other clothes on special occasions or designated Casual Attire Days.

Improper Uniform Wear Prohibited:

Any employee of the Department of Budget and Management, Safety Division will not attend a political meeting or other public gathering or place of amusement in uniform. Uniforms are to be used for work and County functions or official County business only. Use of issued uniforms for any other purpose is prohibited.

Appearance in Uniform:

When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms. Shoes or boots will be polished or

cleaned. Badges or name tags will be replaced when they become disfigured or excessive wear is apparent.

Headgear:

Employees in uniform are encouraged to wear hats for protection from the sun while in the field. Caps may be worn if wind, rain or inclement weather conditions prohibit the wearing of a hat.

Hard Hats will be worn when the employee is on a work site where construction or overhead work is being conducted.

Uniform Shirts:

Uniform Long Sleeve Shirt: The shirt is comprised of 100% Cotton or a combination of Cotton and other material in which the Cotton exceeds 60% of the blend. The Shirt is a button front style of a solid color. The shirt will have a single breast pocket on the left side. The shirt will have the County of Hidalgo Seal affixed above the left breast pocket. The Department of Budget and Management, Safety Division will be placed in a pattern around the County of Hidalgo Seal. The name of the employee and title may be affixed to the right breast side of the shirt.

Uniform Shirt (short) Sleeve Shirt: The shirt is comprised of 100% Cotton or a combination of Cotton and other material in which the Cotton exceeds 60% of the blend. The Shirt is a button front style of a solid color. The shirt will have a single breast pocket on the left side. The shirt will have the County of Hidalgo Seal affixed above the left breast pocket. The Department of Budget and Management, Safety Division will be placed in a pattern around the County of Hidalgo Seal. The name of the employee and title may be affixed to the right breast side of the shirt.

Pull over shirts may be issued if it is determined by the Safety Director that the shirt is necessary for a specific assignment i.e. trainings, inclement weather conditions, afterhours call outs etc… The shirt must have a collar and top buttons (polo style). Henley style (collarless with buttons) pull over is not acceptable. T-shirts may be worn in cases of emergencies and or inclement weather only if

they clearly identify the wearer as an employee of the County of Hidalgo. The shirt will have the County of Hidalgo Seal affixed above the left breast. The Department of Budget and Management, Safety Division will be placed in a pattern around the County of Hidalgo Seal. The name of the employee and title may be affixed to the right breast side of the shirt. The shirt will be a solid color.

Jackets:

Outer Coats and Safety Vests: Rain-gear. Issue-type rain gear should be worn when weather conditions require it; however, personnel are permitted to wear transparent or clear, non-colored plastic rain gear. Safety Vests will be worn when the employee is on a work site where construction or overhead work is being conducted. Outer Coats will be worn when weather conditions require it.

Appropriate Attire for Uniformed and Non-Uniformed Personnel:

Non Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an Office Setting for our Region of Texas and in keeping with other County Offices and Departments.

All Employees will ensure that their clothing is cleaned, ironed, free of stains, tears and holes.

Trousers: The waist shall fit snugly against the body to prevent bulges and discomfort. The seat of the trousers shall not be allowed to droop or form a horizontal roll. The ends of the trouser legs shall extend at least below the tops of low-quarter shoes, but shall not extend lower than the heel sole.

Jeans: Only those employees working in the field have been authorized to wear Blue or Colored Jeans unless otherwise specifically allowed for special occasions or designated Casual days. The waist shall fit snugly against the body to prevent bulges and discomfort. The seat of the Jeans shall not be allowed to droop or form a horizontal roll. The ends of the Jeans legs shall be worn without cuffs and shall extend at least below the tops of low-quarter shoes, but shall not extend lower than the juncture of the heel sole and the upper of the shoe. The jeans cannot be faded out, spotted with bleach or worn to the point that the cuffs are frayed. The jeans cannot have holes in them.

All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with a straight hem.

Casual attire has been authorized for Friday's only regardless of Holidays.

Note: Allowing for Causal Friday is up to the discretion of the Department Head and the practice will be changed if:

- Commissioners Court takes action regarding this practice.
- Employees fail to comply with dress requirements for casual wear.
- Change of County wide Policy.

The acceptable attire for Business Casual for what is considered acceptable in business practice for the Department of Budget and Management, Safety Division is as follows:

Business Casual Attire for Women

- Khaki, corduroy, twill or cotton pants or skirts, neatly pressed
- Western pattern shirts
- Sweaters, twinsets, cardigans, polo/knit shirts
- Jeans, trousers, and un-hemmed blouses or shirts as previously defined.

Business Casual Attire for Men

- Khaki, gabardine or cotton pants, neatly pressed
- Cotton long-sleeved or shirt sleeve button-down shirts pressed or ironed polo shirts or knit shirts with a color.
- Western pattern shirts
- Sweaters
- Jeans, trousers, and un-hemmed blouses or shirts as previously defined.

What Not to Wear

Regardless of gender, when the dress code is business casual it's not appropriate to wear your favorite old t-shirt, ripped jeans and antique sneakers. Keep in mind the "business" part of business casual, and leave your old comfortable clothes at home.

Pull over's can be worn but must have a collar and top buttons (polo style). Henley style (collarless with buttons) pull over's not acceptable. All pull over's will be worn tucked in the pant line. Pull over shirts cannot be heavily designed with patterns.

No T-shirts. T-shirts will only be allowed in cases of emergencies and inclement weather assignments.

Hawaiian shirts or similar heavily patterned or designed shirts are not acceptable wear for the office.

Revealing clothing, Transparent Materials, Micro-Mini Skirts, and or shorts are prohibited.

Important to Note: If you are assigned to go to a class or seminar and you are being paid to attend, you are expected to adhere to this dress policy. The only exception to this policy is if the course outline requires a certain dress style in the curriculum.

Corrective Measures:

The first violation of this policy will result in the employee being sent home to change attire. Your time sheet will be adjusted to reflect the time used to go home and back.

Subsequent violations will result in progressive disciplinary actions.

Deviation from the policy can only occur if previous authorization has been granted after review of such requests.

AI-28343 **2. G.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2011 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-090-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-31-11

Attachments

L.I.T 9.6.11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 08:01 AM
Veronica Ortiz	Veronica Ortiz	08/31/2011 11:23 AM
Auditor's Office	Arcilia Duran	09/01/2011 03:35 PM

Form Started By: Stephanie Palacios Started On: 08/30/2011 05:01 PM

Final Approval Date: 09/01/2011

DATE: August 30, 2011

ELECTED OFFICIAL Laura Hinojosa

DEPARTMENT NAME: District Clerk

ACCOUNT NUMBER: 1-1100-412-00-090-001-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
584	Registration Fees	583	Travel Out of County	$500.00
640	Reference Materials	583	Travel Out of County	$500.00
			TOTAL	**$1,000.00**

REASON: **Transfer monies to the correct object code to cover expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-28333 **2. H.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1-1293-441-00-340-012-2-XXX

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

BUDGETARY IMPACT:

Available account balance as of 9-1-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2011 02:26 PM
JC Carreon	JC Carreon	09/01/2011 03:55 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:05 PM

Form Started By: Mike Escaname Started On: 08/30/2011 12:54 PM

Final Approval Date: 09/01/2011

Date: August 30, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-012-2-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-00-340-012-2-603	IMM BRANCH - EDUCATION / I	1-1293-441-00-340-012-2-604	IMM BRANCH - MEDICAL & LA	$2,000.00
			Amount	$ 2,000.00

Revenue Account
Amount Requested: $ 2,000.00

Reason: Line item transfer needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-28336 **2. I.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/31/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2011 03:15 PM
Ana Galvan	Anna Galvan	08/31/2011 08:58 AM
Auditor's Office	Arcilia Duran	09/01/2011 03:22 PM

Form Started By: Mike Escaname Started On: 08/30/2011 03:00 PM

Final Approval Date: 09/01/2011

Date: August 30, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)
1-1100-441-00-340-001-0-810	DUES & MEMBERSHIPS	1-1100-441-00-340-001-0-346	HAULING & FREIGHT SERVICE
1-1100-441-00-340-001-0-331	PHYSICIANS SERVICES	1-1100-441-00-340-001-0-425	PEST CONTROL
1-1100-441-00-340-001-0-431	BLDG&OTHR STRUC R&M SRV	1-1100-441-00-340-001-0-425	PEST CONTROL
			Amount

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY

AMOUNT
$ 500.00
$ 3,200.00
$ 1,300.00
$ 5,000.00

CLERK

AI-28308 **2. J.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/29/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 02:39 PM
Ana Galvan	Anna Galvan	08/29/2011 04:34 PM
Auditor's Office	Arcilia Duran	09/01/2011 03:56 PM

Form Started By: Mike Escaname Started On: 08/29/2011 01:42 PM

Final Approval Date: 09/01/2011

Date: August 29, 2011

Department Head: Eduardo Olivarez, Chief Administrative Officer

Department Name: Hidalgo County Health Department

Account Number: 1-1100-441-00-340-001-0- Administration

Subject: Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)
1-1100-441-00-340-001-0-432	EQUIP&VEH R&M SRV	1-1100-441-00-340-001-0-601	OFFICE & COMPUTER SUPPLIES
1-1100-441-00-340-001-0-442	EQUIP & VEHICLE RENTALS	1-1100-441-00-340-001-0-601	OFFICE & COMPUTER SUPPLIES
1-1100-441-00-340-001-0-442	EQUIP & VEHICLE RENTALS	1-1100-441-00-340-001-0-671	BLDG&OTHR STRUC R&M SUPPL
			Amount

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY C

AMOUNT
$ 2,000.00
$ 400.00
$ 155.00
$ 2,555.00

CLERK

AI-28358 **2. K.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-

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

BUDGETARY IMPACT:

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Anacleto Martinez	08/31/2011 01:18 PM
Budget & Management	Merlen P. Munoz	08/31/2011 01:23 PM
Veronica Ortiz	Veronica Ortiz	08/31/2011 04:10 PM
Auditor's Office	Arcilia Duran	09/01/2011 03:57 PM

Form Started By: Myra Montoya Started On: 08/31/2011 01:14 PM

Final Approval Date: 09/01/2011

DATE: 8/31/2011

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 1-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
1-1100-421-00-280-001-0	582- TRANSPORTATION OF DETAINEES	➔	1-1100-421-00-280-001-0	609- AGRICULTURAL & LANDSCAPING SUPPLIES	$190.00
1-1100-421-00-280-001-0	582- TRANSPORTATION OF DETAINEES		1-1100-421-00-280-001-0	671- REPAIRS & MAINTENANCE SUPPLIES & BUILDINGS	$95.00
1-1100-421-00-280-001-0	582- TRANSPORTATION OF DETAINEES		1-1100-421-00-280-001-0	748- OTHER EQUIPMENT	$3,019.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
				T O T A L	**$3,304.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER PURCHASES FOR SPECIAL SERVICE BUREAU.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-28332 **2. L.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-421-00-280-038-1-XXX

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

BUDGETARY IMPACT:

Funds are available as of 08/30/11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/30/2011 12:18 PM
Budget & Management	Merlen P. Munoz	08/30/2011 02:25 PM
Veronica Ortiz	Veronica Ortiz	08/31/2011 10:54 AM
Auditor's Office	Arcilia Duran	09/01/2011 02:18 PM

Form Started By: Emilia Uriegas Started On: 08/30/2011 11:42 AM

Final Approval Date: 09/01/2011

DATE: August 29, 2011

DEPARTMENT HEAD: **Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **TBSC Operation Linebacker**

ACCOUNT NUMBER: **1-1284-421-00-280-038-1-XXX**

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-421-00-280-038-1-131	Overtime Pay	→	1-1284-421-00-280-038-1-748	Other Equipment	2,357.39
1-1284-421-00-280-038-1-211	Health Insurance	→	1-1284-421-00-280-038-1-748	Other Equipment	1,111.90
1-1284-421-00-280-038-1-220	FICA	→	1-1284-421-00-280-038-1-748	Other Equipment	465.84
1-1284-421-00-280-038-1-230	Retirement	→	1-1284-421-00-280-038-1-432	Repair and Maintenance Services--Equip. & Vehicles	158.00
1-1284-421-00-280-038-1-230	Retirement	→	1-1284-421-00-280-038-1-748	Other Equipment	35.13
1-1284-421-00-280-038-1-250	Unemployment Compensation	→	1-1284-421-00-280-038-1-748	Other Equipment	2,768.42
1-1284-421-00-280-038-1-741	Vehicles	→	1-1284-421-00-280-038-1-748	Other Equipment	2,800.60
		→			
		→			
		→			
	T O T A L				**$9,697.28**

REASON: To provide funding for purchase of one generator, one radio and warranty.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-28306 **2. M.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-421-00-280-047-3-XXX

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

BUDGETARY IMPACT:

Funds are available as of 08/31/11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/29/2011 10:12 AM
Budget & Management	Merlen P. Munoz	08/29/2011 10:24 AM
JC Carreon	JC Carreon	08/31/2011 09:08 AM
Auditor's Office	Arcilia Duran	09/01/2011 02:18 PM

Form Started By: Emilia Uriegas Started On: 08/29/2011 10:06 AM

Final Approval Date: 09/01/2011

DATE: August 29, 2011

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **FY2010 Operation Stonegarden**

ACCOUNT NUMBER: **1-1284-421-00-280-047-3-XXX**

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-421-00-280-047-3-741	Vehicles	→	1-1284-421-00-280-047-3-432	Repair & Maintenance Services--Equip. & Vehicles	316.00
1-1284-421-00-280-047-3-741	Vehicles	→	1-1284-421-00-280-047-3-748	Other Equipment	11,660.40
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
					$11,976.40

REASON: To provide funding for purchase of two radios and warranty.

_____

_____

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-28352 **2. N.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Blanca Sanchez, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

2011 - Constable Pct. #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-291-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 8-31-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 10:44 AM
JC Carreon	JC Carreon	08/31/2011 11:33 AM
Auditor's Office	Arcilia Duran	09/01/2011 03:58 PM

Form Started By: Blanca Sanchez Started On: 08/31/2011 10:34 AM

Final Approval Date: 09/01/2011

DATE: August 31, 2011

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: ***1-1100-421-00-291-001-0***

SUBJECT: Budget Line–Item Transfer (s)

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration the following line–item transfers in accordance with Local Government: Code, Chapter 111, Subchapter C.:

FROM:			**TO:**		
OBJECT CODE	**OBJECT NAME**	→	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
346	Hauling & Freight Services	→	342	Info & Credit Services	22.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		TOTAL			**$22.00**

REASON(s): As per Edna Kirby of IT Dept., price for monthly service by Lexis Nexis has increased and am short the above amount for coverage for 9-1-11 thru 12-31-11.

Blanca I. Sanchez Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

_____ ___/___/___ _____
APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-017

AI-28323 **2. O.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2011 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-31-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2011 09:35 AM
Veronica Ortiz	Veronica Ortiz	08/31/2011 02:03 PM
Auditor's Office	Arcilia Duran	09/01/2011 03:54 PM

Form Started By: Rachel Cavazos Started On: 08/30/2011 08:58 AM

Final Approval Date: 09/01/2011

DATE: **September 6, 2011**

DEPARTMENT HEAD: **Lazaro Gallardo, Jr.**

DEPARTMENT NAME: **Constable Precinct 3**

ACCOUNT NUMBER: **1-1100-421-00-293-001-0-XXX**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
619	**OTHER MISC. SUPPLIES**	**336**	**COMPUTER SERVICES**	**$ 12.09**
605	**CLOTHING & UNIFORMS**	**336**	**COMPUTER SERVICES**	**$ 283.00**
			TOTAL	**$ 295.09**

REASON: **TO PURCHASE RENEWAL LICENSE FOR TCLEDDS.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-28327 **2. P.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Nancy Ponce, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2011 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Available Balance as of 08/30/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2011 10:16 AM
Ana Galvan	Anna Galvan	08/31/2011 08:48 AM
Auditor's Office	Arcilia Duran	09/01/2011 03:20 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:50 PM

Form Started By: Nancy Ponce Started On: 08/30/2011 09:58 AM

Final Approval Date: 09/01/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: August 30, 2011

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 1-1100-421-00-294-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
668	WEAPONS & BP VESTS	611	POLICE SUPPLIES	$ 2,237.37
			TOTAL	**$ 2,237.37**

REASON: TRANSFER NEEDED TO PURCHASE HOLSTERS AND POUCHES FOR OUR CONSTABLE PCT 4 DEPUTIES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-28277 **2. Q.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Nancy Ponce, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2011 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Available Balance as of 08/25/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 09:24 AM
Ana Galvan	Anna Galvan	08/29/2011 04:05 PM
Auditor's Office	Arcilia Duran	09/01/2011 03:42 PM
Purchasing Department	Nielda Cavazos	09/01/2011 04:51 PM

Form Started By: Nancy Ponce Started On: 08/25/2011 09:14 AM

Final Approval Date: 09/01/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: August 24, 2011

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 1-1100-421-00-294-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
346	HAULING & FREIGHT SERV	619	OTHER MISC SUPPLIES	$ 75.65
			TOTAL	**$ 75.65**

REASON: TRANSFER NEEDED TO PURCHASE AN ITEM NEEDED FOR OUR CONSTABLE PCT 4 UNIT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-28325 **2. R.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Melinda Villalpando, J.P. 5, 1

Department: J.P. 5, 1

Information

CAPTION

2011 - J.P. 5/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-069-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 8-31-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2011 09:35 AM
JC Carreon	JC Carreon	08/31/2011 09:12 AM
Auditor's Office	Arcilia Duran	09/01/2011 03:54 PM

Form Started By: Melinda Villalpando Started On: 08/30/2011 09:12 AM

Final Approval Date: 09/01/2011

DATE: **August 30, 2011**

DEPARTMENT HEAD: **E. Jackson**

DEPARTMENT NAME: **Hidalgo County JP 5, 1**

ACCOUNT NUMBER: **1-1100-412-00-069-001-0-**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
640	Reference Materials	583	Travel Out of County	$50.00
640	Reference Materials	**584**	Registration Fees	**150.00**
			TOTAL	**200.00**

REASON: **Need to attend 16 Hour Texas Justice Court Training**

E. Jackson

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-28359 **2. S.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Yoli Cisneros Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. 2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-122-001-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 8/31/2011

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 02:17 PM
Ana Galvan	Anna Galvan	09/01/2011 10:18 AM
Auditor's Office	Arcilia Duran	09/01/2011 02:13 PM
Ana Galvan	Anna Galvan	09/01/2011 04:38 PM
Auditor's Office	Angela Garcia	09/02/2011 08:44 AM
Ana Galvan	Anna Galvan	09/02/2011 09:09 AM

Form Started By: Yolanda Cisneros Started On: 08/31/2011 01:24 PM

Final Approval Date: 09/02/2011

DATE: August 31, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Sanitation Landfill Department

ACCOUNT NUMBER: 1-1100-432-00-122-001-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
346	HAULING & FREIGHT SERVICES	672	EQUIPMENT & VEHICLE R&M SUPPLIES	$300.00
442	EQUIPMENT & VEHICLE RENTAL	672	EQUIPMENT & VEHICLE R&M SUPPLIES	$500.00
531	TELEPHONE	672	EQUIPMENT & VEHICLE R&M SUPPLIES	$200.00
550	PRINTING & BINDING	748	OTHER EQUIPMENT	$1,500.00
742	HEAVY EQUIPMENT	626	GASOLINE/DIESEL	$30,000.00
			TOTAL	$32,500.00

REASON: **Transfer is needed for the continued operation of the department.**

DEPARTMENT HEAD SIGNATURE

8/31/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-28360 **2. T.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Yoli Cisneros Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct 2 Road Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 8/31/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/01/2011 08:29 AM
Ana Galvan	Anna Galvan	09/01/2011 11:22 AM
Auditor's Office	Arcilia Duran	09/01/2011 03:59 PM

Form Started By: Yolanda Cisneros Started On: 08/31/2011 01:28 PM

Final Approval Date: 09/01/2011

DATE: August 31, 2011

2011
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Maintenance Department

ACCOUNT NUMBER: 1-1200-431-00-122-006-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	672	EQUIPMENT & VEHICLE R&M SUPPLIES	$10,000.00
890	OTHER	742	HEAVY EQUIPMENT	$90,000.00
			TOTAL	**$100,000.00**

REASON:
Transfer needed for expected expenditures with in the department.

8/1/2011
DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-28390 **3. A.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Visiting Judges (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Visiting Judges in the amount of $5,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-00-115-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/02/2011.

Attachments

Interdept.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/02/2011 02:28 PM
Erika Zamora	Erika Zamora	09/02/2011 02:34 PM
Auditor's Office	Arcilia Duran	09/02/2011 02:44 PM

Form Started By: Sylvia Solis Started On: 09/02/2011 02:03 PM

Final Approval Date: 09/02/2011

DATE: September 2, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Visiting Judges

ACCOUNT NUMBER: 1-1100-41X-00-115-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1100-415-00-115-002-0- 899	CO WIDE ADM - CONTINGENCY	(5,000.00)
TO		
1-1100-412-00-115-014-0- 121	VISITING JUDGES - TEMP F/T EMPLOYEES	5,000.00
TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the temporary salaries for visiting judges.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-28370 **3. B.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Sergio Cruz Submitted By: Angelica Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

DBM - Workers' Comp (2202):
Approval of 2011 interdepartmental transfer within Fund 2202 from Hidalgo County W/C (program 060) to DBM-W/C Division (program 065) for $38,147.50 to purchase two 2011 Ford F-150 Trucks for Workers' Comp Division.

BACKGROUND

Authorization to purchase the trucks has been submitted. Please see AI-28364 CC 9/13/11.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-2202-419-50-115-06X-0-XXX

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

BUDGETARY IMPACT:

Available Balance of $300,000.00 as of 8/31/11.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/01/2011 08:43 AM
Olga Garza	Olga Garza	09/01/2011 09:29 AM
Auditor's Office	Arcilia Duran	09/02/2011 09:15 AM

Form Started By: Angelica Tapia Started On: 08/31/2011 04:45 PM

Final Approval Date: 09/02/2011

DATE: September 6, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Workers' Comp.

ACCOUNT NUMBER: 1-2202-419-50-115-06X-0-XXX

CONTACT PERSON: Angelica M. Tapia **PHONE:** (956) 292-7028 Ext. 5415

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		
1-2202-419-50-115-060-0-820	HIDALGO COUNTY W/C-CLAIMS & JUDGEMENTS NOT COVERED	(38,147.50)
TO		
1-2202-419-50-115-065-0-741	DBM-W/C DIV-VEHICLES	38,147.50

AI-28373 **3. C.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Pct. 1 Drainage Improv. Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 CO's 2010 A & B (1342):
Approval of 2011 interdepartmental transfer from Pct. 1 Roads, program #041, to Bar Ditches, program #087, and HCCID #9 Drain Channels, program #092, in the amount of $34,000.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of July 2011 (PP #13-15).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-0XX-0-73X

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

BUDGETARY IMPACT:

program #041 --> program #087 & 092 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of July 2011 (PP #13-15).

Funds available as of 9-1-11.

Attachments

Pct. 1 Drain Improv. transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/01/2011 11:21 AM
Budget & Management	Merlen P. Munoz	09/01/2011 11:37 AM
Sylvia Solis	Sylvia Solis	09/01/2011 02:40 PM
Auditor's Office	Arcilia Duran	09/02/2011 02:18 PM

Form Started By: Ivan Cantu Started On: 09/01/2011 08:37 AM

Final Approval Date: 09/02/2011

DATE: September 6, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011

Interdepartmental Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CO's 2010 A & B

ACCOUNT NUMBER: 1-1342-431-00-121-0XX-0-73X

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5425

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:			
1-1342-431-00-121-041-0- 731	CO 2010A & B-Pct. 1 Roads-	Roads	(34,000.00)
TO:			
1-1342-431-00-121-087-0- 733	CO 2010A & B-Pct. 1-Bar Ditches-	Drainage Ditches	14,000.00
1-1342-431-00-121-092-0- 733	CO 2010A & B-Pct. 1-HCCID #9 Channels-	Drainage Ditches	20,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund Pct. 1 Drainage Improvement labor reimbursements for the month of July 2011 (PP #13-15).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-28374 **3. D.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Yoli Cisneros Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 Park (1100) & Sanitation (1100):
Approval of 2011 interdepartmental transfer from Pct.2 Parks (program 008) to Pct. 2 Sanitation (program 001) in the amount of $15,000.00 for equipment & vehicle supplies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1XXX-XXX-00-122-00X-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $15,000.00 as of 8/31/2011.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	09/01/2011 09:08 AM
Roland Garcia	Rolando Garcia	09/01/2011 09:33 AM
Auditor's Office	Arcilia Duran	09/02/2011 09:15 AM

Form Started By: Yolanda Cisneros Started On: 09/01/2011 08:56 AM

Final Approval Date: 09/02/2011

DATE: August 31, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Parks to Sanitation Dept.

AI-28374

ACCOUNT NUMBER: 1-1100-4XX-00-122-0XX-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1100-452-00-122-008-0-350	PCT 2 PARKS - OTHER SERVICES	($15,000.00)
TO		
1-1100-432-00-122-001-0-672	PCT2 SANITATION-EQUIPMENT & VEHICLE R&M SUPPLY	$15,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT 2 PARKS into SANITATION DEPARTMENT for VEHICLE REPAIRS & SUPPLIES FOR DEPARTMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-28302 **3. E.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Agapito Vargas, CAP Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 (1200):
Approval of 2011 interdepartmental transfer within Precinct #2 fund (1200) from Rd. Maint. (program 006) to Border Colonia Access Program Project Morningside South Subdivision (program 900) in the amount of $1,151.04 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $371,042.95 as of 8/26/2011.
From (program 006) 890 ------> (program 900) 731 $1,151.04.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/29/2011 09:53 AM
Roland Garcia	Rolando Garcia	08/31/2011 09:16 AM
Auditor's Office	Arcilia Duran	09/02/2011 09:14 AM

Form Started By: Yolanda Cisneros Started On: 08/26/2011 04:15 PM

Final Approval Date: 09/02/2011

DATE: August 25, 2011

2011
TRANSFER

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road & Bridge Departments

AI-28302

ACCOUNT NUMBER: 1-1200-431-00-122-0XX-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
1-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	($1,151.04)
TO		
1-1200-431-00-122-900-0-731	PCT2 MORNINGSIDE OFFSITE ICA SJ/ALMO-ROA	$1,151.04
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from PCT 2 ROAD MAINT into MORNING SIDE OFF-SITE DRAINAGE PROJECT for materials needed to cover of MEG MATERIAL TESTING for PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-28286 **3. F.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Pct. #3 BCAP (1312):
Approval of 2011 interdepartmental transfer from Pct. #3 BCAP Basham #14, Pct. #3 BCAP Basham #18 and Pct. #3 BCAP Hilda Subdivision No. 2 to Pct. #3 BCAP La Suena Subdivision in the total amount of $64,836.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-079-0-731

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

BUDGETARY IMPACT:

Available funds as of 8/31/11 are $28,609.50.

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-082-0-XXX

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

BUDGETARY IMPACT:

Obj Code 731: Available funds as of 8/31/11 are $25,613.23
Obj Code 733: Available funds as of 8/31/11 are $501.00
Obj Code 899: Available funds as of 8/31/11 are $7,268.97

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-324-0-733

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

BUDGETARY IMPACT:

Available funds as of 8/31/11 are $27,035.75.

Attachments

Interdepartmental

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 04:17 PM
Perla Lopez	Perla Lopez	08/31/2011 09:12 AM
Auditor's Office	Arcilia Duran	09/01/2011 04:22 PM

Form Started By: Marcie Jackson Started On: 08/25/2011 02:01 PM

Final Approval Date: 09/01/2011

DATE: August 25, 2011

DEPARTMENT HEAD: Agapito Vargas Jr.

DEPARTMENT NAME: Border Colonia Access Program

ACCOUNT NUMBER: 1-1312-431-00-123-XXX-0-XXX

CONTACT PERSON: Marcie Jackson **PHONE:** (956) 787-1891 Ext. 2010

2011

Interdepartmental Transfer

AI-28286 9/06/11

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:			
1-1312-431-00-123-079-0- 731	BASHAM #14	ROADS	(25,000.00)
1-1312-431-00-123-082-0- 731	BASHAM #18	ROADS	(10,156.00)
1-1312-431-00-123-082-0- 733	BASHAM #18	DRAINAGE DITCH & STRUCT	(501.00)
1-1312-431-00-123-082-0- 899	BASHAM #18	CONTINGENCY	(5,000.00)
1-1312-431-00-123-324-0- 733	HILDA SUBDIVISION NO.2	DRAINAGE DITCH	(24,179.00)
TO:			
1-1312-431-00-123-397-0- 733	LA SUENA SUBDIVISION	DRAINAGE DITCHES	64,836.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-28350 **3. G.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4:
Approval of 2011 interdepartmental transfer within Pct. #4 (1200) from Rd Maint (program 007) to Las Brisas (program 406) in the amount of $1,421.40

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available funding as of 8-31-11 $4,005.07
1-1200-431-00-124-007-0-731-->1-1200-431-00-124-406-0-540 $1,421.40

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 09:38 AM
Manuel Chapa	Manuel Chapa	08/31/2011 11:26 AM
Auditor's Office	Arcilia Duran	09/02/2011 09:14 AM

Form Started By: Jr. Munoz Started On: 08/31/2011 09:23 AM

Final Approval Date: 09/02/2011

DATE: September 6, 2011

2011
Transfer

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4
Road Maintance

ACCOUNT NUMBER: 1-1200-431-00-124-007-0-XXX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
1-1200-431-00-124-007-0-731	**Pct 4 Rd Maint - Roads**	**($1,421.40)**
To:		
1-1200-431-00-124-406-0-540	**Pct 4 BCAP Las Brisas - Advertising**	**$1,421.40**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer to cover payment of The Monitor invoice.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-28331 **4. A.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Attachments

Cert Plat & Utility Status 09-06-11 Pg 1 of 2

Cert Plat & Utility Status 09-06-11 Pg 2 of 2

Water Service Availability 09-06-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/30/2011 11:42 AM
Olga Garza	Olga Garza	08/31/2011 09:06 AM
Auditor's Office	Arcilia Duran	09/01/2011 04:05 PM

Form Started By: Irma Castillo Started On: 08/30/2011 10:57 AM

Final Approval Date: 09/01/2011

	CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Irene Reyes	1-8242
2.	Eloy Segura	1-7636
3.	Elizabeth Meza	3-11662
4.	Elodia Del Angel	3-11653
5.	Francisco Villegas	4-10875
6.	Jose Orozco C/O Raul Ortiz	4-10013
7.	Jorge Gonzalez	Blanket Cover
8.	Garco, LTD	Blanket Cover
9.	Santa Cruz Properties	Blanket Cover
10.	Richard Garza	Blanket Cover
11.	Sandra C. Martinez Grande	4-10862
12.	Jose Perez	4-10925
13.	Jose Alfredo Ramirez	4-10216
14.	Cynthia Villarreal	4-10918
15.	Jose Orozco C/O Raul Ortiz	4-10012
	COMM. COURT: September 6, 2011	

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-8242

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		1195
Date Approved:	/ /	8 / 24 / 2011

Name: Irene Reyes

Address: P.O. Box 1252
Elsa TX 78543

Phone: 956-363-7979

Water Supplier: N/A

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: VARGAS EST PHASE 1 LOT 36 ,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 6-22-11);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Reina);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 8.24.2011 JGL);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Thu 8-24-11);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Gilbert Reina);

Planning Department Authorized Signature

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

Rev. 02-19-10

PLANNING DEPARTMENT
County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-8242

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Irene Reyes

Address: ~~PO Box~~ 3402 Western Dr
DR Lot 36 Weslaco TX 78596

Phone: 956-363-7979

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

VA-QUERO EST SIO LOT 36

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
_____ Owner of lot in subdivision
__✓__ Resident of lot in a subdivision
_____ Entity that provides utility service

Irene Reyes
Requesting Party (Signature)

8-24-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_____ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8-24-11
Date

County Official

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU M
REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUME
BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY
NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

Date: July 7,2011
Grantor: Roberto Reyes and Irene Reyes

Grantor's Mailing Address (including county):
Po Box 1252
Elsa Tx 78543
Hidalgo County, Texas

Trustee: Ricardo Lee Salinas
Trustee's Mailing Address (including county):
2011 N. Conway Ave
Mission TX 78572
Hidalgo County.

Beneficiary: Beto Salinas Flores Group, L.L.C.

Beneficiary's Mailing Address (including county):
500 E. 9th Street
Mission TX 78572
Hidalgo County, Texas

Note:
Date: July 7,2011
Amount: $35,400.00
Maker(s): Roberto Reyes and Irene Reyes
Payee: Beto Salinas Flores Group, L.L.C
Last Payment Date: 05-31-2031

Property (including any improvements):
LOT # 36 VAQUERO ESTATES PHASE I, as shown by the map or plat thereof filed for record in the Office of the County clerk of Hidalgo County, Texas under Clerk's File Number 2216785.

Other exceptions to Conveyance and Warranty:
SUBJECT TO lien in favor First National Bank as recorded in Deed of Trust dated November 22, 2010 and recorded as document # 2167124 in the official records of Hidalgo County, Texas.
SUBJECT TO the prior reservations of all oil, gas, and other minerals;
SUBJECT TO oil, gas and mineral leases of record;
SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instrument, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.
For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Assumption of Note: The property may be sold to a subsequent Buyer who assumes the Note, with no cha rate or terms; provided the subsequent Buyer obtains prior written consent from the Payee. Consent will be subsequent Buyer's credit history, and shall not be unreasonably withheld. If all or any part of the Prope conveyed, leased for a period longer than 3 years, leased with an option to purchase, or otherwise sold (inclu contract for deed), without the prior written consent of the Payee, then the Payee may at his option declar outstanding principal balance of the Note, plus accrued interest, to be immediately due and payable. The creation subordinate lien, any sale thereunder, any deed under threat or order of condemnation, any conveyance solely betwee makers, or the passage of title by reason of the death of a maker or by operation of law shall not be construed as a sale or conveyance of the Property.

Reinstatement Agreements: Grantor hereby appoints the holder of the Note hereby secured ("Holder') as Grantor's attorney-in-fact to execute reinstatement agreements from time to time to reinstate the Note as an Installment Note after Holder has accelerated the Note. Holder's authority as Grantor's attorney-in-fact is limited to execution of such reinstatement agreements. This power of attorney is coupled with an interest and may not be revoked until the Note is paid in full. Nothing in this paragraph shall obligate Holder to reinstate the Note after acceleration and the decision to reinstate the Note is wholly within Holder's discretion.

Tax Reserve or Escrow Account: At Beneficiary's option, Grantor agrees to make an initial deposit in a reasonable amount to be determined by Beneficiary and then monthly payments to a fund for taxes on the property. Monthly payments will be made on the payment dates specified in the note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes. The fund will accrue no interest, and Beneficiary will hold it without bond in escrow and use it to pay the taxes. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. Before Grantor makes the final payment on the note, Beneficiary will credit to that payment the whole amount then in the fund. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, will be paid under paragraph 3, "Trustee Duties". If the property is transferred, any balance then in the fund will still be subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the Note.

When the context requires, singular nouns and pronouns include the plural.

Roberto Reyes

Irene Reyes

ACKNOWLEDGMENT

STATE OF TEXAS }{
COUNTY OF HIDALGO }{

This instrument was acknowledged before me on _____ by Roberto Reyes and Irene Reyes .

Notary Public, State of Texas

MARIBEL SALINAS
Notary Public, State of Texas
My Commission Expires
August 18, 2014

AFTER RECORDING RETURN TO:

Beto Salinas Flores Group, LLC
500 E. 9th Street
Mission TX 78572

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8242
Aug. 5, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

V2660-01-000-0036-00

[1] OWNER: ROBERTO & IRENE REYES

P.O. BOX 1252
ELSA, TX. 78543
Telephone No. 363-7979

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES

[5] SIZE OF STRUCTURE: 1,280 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
VAQUERO ESTATES LOT 36

LOCATION: 0 FM 1015 & MILE 10

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $28,000

[11] SPECIAL FLOOD HAZARD AREA: ✓ YES ____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15" FINISH FLOOR OF ELEV.
18" CENTER OF STREET.

H&I U. Castillo — Prepared by
8/05/11 — Date

_____ — Approved by
_____ — Date

I. Irene Reyes — Signature of Owner or Applicant
8-5-11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 1

Community No.:_____

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 1-7636

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		44604
Date Approved:	/ /	8/26/2011

Name: Eloy Segura

Address: PO Box 803
Edcouch TX 78538

Phone: 246-5850

Water Supplier: NAW

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: 257403-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Tierra Nort S/D Lt. 5,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2/13/2007);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Pecina);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 8/26/2011);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 8-26-2011);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Gilbert Pecina);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: I-7636

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Eloy Segura

Address: PO Box 802
Edcouch TX 78538

Phone: 246-5850

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Tierra Norte lot #5

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__/__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Eloy Segura
Requesting Party (Signature)

8-26-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__/__ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

_____ **Date**

_____ **County Official**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

Deed of Trust

Terms

2046850

Date: 09/12/2009

Grantor: **Eloy Segura & Evangelina G. Segura**

Grantor's Mailing Address: **P.O. Box 803**
Edcouch, TX 78538

Trustee: CIRO OCHOA, JR.

Trustee's Mailing Address:

2121 E. Griffin Parkway, Suite 16
Mission, Texas 78572
Hidalgo County

Lender: ROTE, LTD.

Lender's Mailing Address:

P.O. Box 1479
Mission, Texas 78573
Hidalgo County

Note

Date: 09/12/2009

Original principal amount: TWENTY TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100THS ($_22,750.00_____)

Borrower: Eloy Segura & Emily Segura

Lender: ROTE, LTD.

Maturity date: 09/12/2019

Terms of Payment: As provided in the note.

Property (including any improvements):

Lot __5_____, TIERRA NORTE SUBDIVISION, being a re-subdivision of 20.796 acres out of farm tract 619 West and Adams Tract Subdivision, Volume 52, Page 146, H.C.M.R., Hidalgo County, Texas.

To the extent they are located thereon, the Property also includes (1) all goods that are or will be fixtures and that are or will be located on the premises, including without limitation all systems, devices, machinery, apparatuses, equipment, fittings, appliances and fixtures of every kind and nature whatsoever now or hereafter located on the Property, including, but not limited to, all electrical, anti-pollution, heating, lighting, laundry, incinerating, power, air-conditioning, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, communication, garage and cooking systems, devices, machinery, apparatuses, equipment, fittings, appliances and fixtures; and (2) all engines, pipes, pumps, tanks, motors, conduits, ducts, compressors and switchboards, and all storm doors and windows, dishwashers, attached cabinets and partitions not included in the Property due to their status as removable fixtures.

Prior Lien: None

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property.

For value received and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

To the extent allowed by law, this conveyance is also made in trust to secure payment of all other present and future debts that Grantor/Borrower may owe to Lender, regardless of how the other debt is incurred or evidenced, it being contemplated that Lender may lend additional sums to Grantor or may acquire and become the owner and holder of other indebtedness of Grantor from time to time, but shall not be obligated to do so. Payment on all present and future debts of Grantor/Borrower to Lender will be made at **P.O. Box 1479, Mission, 78573** in Hidalgo County, Texas, and the debts will bear interest as provided in notes or other evidences of debt that Grantor/Borrower will give Lender. This conveyance is also made to secure payment of any renewal or extension of any present or future debt that Grantor/Borrower owes Lender, including any loans and advancements from Lender to Grantor/Borrower under the provisions of this deed of trust. When Grantor/Borrower repays all debts owed to Lender, this deed of trust will terminate only if Lender releases this deed of trust at the request of Grantor. Until Lender releases it, this deed of trust will remain fully in effect to secure future advances and debts, regardless of any additional security given for any debt and regardless of any renewals, extensions, or partial releases.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to-

1. keep the Property in good repair and condition;

2. pay all taxes and assessments on the Property before delinquency;

Eloy Segura, Buyer

Evangelina G. Segura, Buyer

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on October 27th. 2009, by

ELOY SEGURA .

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on October 27th 2009, by

EVANGELINA G. SEGURA .

HECTOR A. MEJIA
My Commission Expires
September 8, 2012

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

Ciro Ochoa, Jr.
2121 E. Griffin Parkway, Suite 16
Mission, Texas 78572

AFTER RECORDING RETURN TO:

Rote, Ltd.
P.O. Box 1479
Mission, Texas 78573

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk
On: Oct 28,2009 at 09:42A
As a Recording
Document Number: 2046850
Total Fees 44.00
Receipt Number - 1079051
By
Imelda Leal, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO: 1-7636
Jan. 7, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

T5380-00-000-0005-00

[1] OWNER: ELOY &EVANGELINA SEGURA

P.O. BOX 803
EDCOUCH, TX 78538
Telephone No. 246-5850

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 304 Sq. Ft.

[6] USE OF BUILDING: RES X-25

[7] LEGAL DESC./NAME OF SUBDIVISION
TIERRA NORTE LOT # 5

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $2,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' SIDES 6' REAR 35'
FINISH FLOOR ELEV. 18" TOP OF CURB

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date 1-7-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 0

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-11662
8/24/11

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Elizabeth Meza.

Address: 3002 Susana St
Mission Tx 78574.

Phone: 956-432-7177.

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Sewer connection exists. Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	8/26/11

Water Supplier: Sharyland Water

Utility Provider: [ ] M.V.E.C. [✓] AEP

Account/ESI No.: NA

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:

La Homa Grove Est Ut B Lots,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10/23/78);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Numbers Agree);

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Agree);

no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Antonio);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Numbers Agree);

_____ Planning Department Authorized Signature

_____ Hidalgo County Judge

_____ Date

ATTEST: _____ Hidalgo County Clerk

_____ Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-11602
8/2011

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Elizabeth Meza.

Address: 3002 Susana St

Mission TX 78574

Phone: 956 - 432-9194.

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Lot Hacienda Grandes Est. Unit B Lot 5

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

X Elizabeth Meza 08/26/11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Copy of Cpnt

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/24/11
Date

County Official

WARRANTY DEED

2042278

October 9, 2009

Grantor: Maria Angelica Meza

Grantor's Address (including county): Rt. 26 Box 6420 Mission, TX 78572

Grantees: Servando Reyna Jr. & Elizabeth Meza
Grantee's Address: (including county): 7026 La Loma Dr. Mission, TX 7852

Consideration: Ten and No/100 Dollars and other consideration

Property (including any improvements):
All of Lot five (5), La Homa Grove Estates, Unit B, Hidalgo County, Texas, According to the map or plat thereof recorded in Volume 20, Page 163, of the Map Records of Hidalgo County, Texas.

This conveyance is made and accepted SUBJECT TO the following:

1. Easements, rules, regulations, rights and liens in favor of Hidalgo County Irrigation District Number Six.

2. Easements for roadways and utilities as may be shown on the subdivision plat of said subdivision.

3. Building Restrictions affecting such Subdivision.

4. Taxes for the 2009, and subsequent years. Buyer expressly assumes and agrees to pay any Roll-Back Taxes which may accrue as a result of the change of usage or ownership of the hereinabove described property.

5. Easement of record and all visible easements.

6. It is understood and agreed that the County of Hidalgo Commissioner's Court has issued planning and zoning regulations relating to the lands located in Hidalgo County, Texas, which are outside the corporate limits of any incorporated town. Buyer will comply with those regulations as and when the same pertain to the hereinabove described property. Any such compliance will be at Buyer's expense.

Grantor, for the consideration 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 anywise 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.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY

When the context requires, singular nouns and pronouns include the plural.

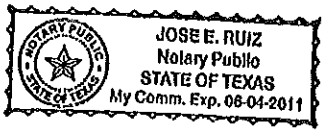
Maria Angelica Meza

Maria Angelica Meza

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged the, 9th day of October, 2009 by Maria Angelica Meza.

Notary Public
In and for theState of Texas



After Recording Return to:
Servando Reyna Jr. and
Elizabeth Meza
7026 La Loma Dr.
Mission, TX 78572

Chapter 232 Texas LGC Application

APPLICATION NO:
3-11662
Aug. 26, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

L1070-0B-000-0005-00

[1] OWNER: REYNA , SERVANDO & MEZA ELIZ

3002 SUSANA ST.
MISSION TX 78574-5337
Telephone No. 592-1192

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: MOBILE HOMES
20-MOBILE HOMES/ RV

[5] SIZE OF STRUCTURE: 256 Sq. Ft.

[6] USE OF BUILDING: RES M/H

[7] LEGAL DESC./NAME OF SUBDIVISION
LA HOMA GROVES ESTATES UT B
LOT#5 ZONE C-20

LOCATION: 0 LA HOMA RD

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $1,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
F25 R15 S6

Prepared by — Date: 8/26/11

Approved by — Date: 8/18/11

X Elizabeth Meza — Signature of Owner or Applicant — Date: 08/26/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 3

Community No.:_____

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-11653
8/23/11

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Elodia del Angel
Elodia del A.

Address: El Lucero #2
825 El Lucero St.
Sullivan, Tx 78594
Phone: 956 321-82-08 [redacted]

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	8/23/11

Water Supplier: Agua SUD

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 10032781443763309

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: El Lucero #2 Lot 101,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-22-08);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Jonathan Salinas)

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by N Agnete);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Antonio);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Jonathan Salinas)

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-973-7850

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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: B-11653

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Elodia del Angel

Address: El Lucero #1 & 2 825
Sullivan Tx 78596

Phone: 956-321-82-98

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): El Lucero #2 Lot 101

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

X Elodia del A. — Requesting Party (Signature)

8-23-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Copy Apt

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8-23-11 — **Date**

County Official

DEED OF TRUST

Date: August 11, 2011

Grantor: Alberto del Angel and Evodia del Angel
Grantor's Mailing Address (including county):
PO Box 83
Sullivan City, Texas 78595
Cameron County, Texas

Trustee: Robert Geissler
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: Rufino Garza
Beneficiary's Mailing Address:

3779 N. Bentsen Palm Drive
Mission, Texas 78574

Note:
Date: August 11, 2011
Amount: Twenty-Five Thousand Two Hundred and 0/100 Dollars ($25,200.00)
Maker: Alberto del Angel and Evodia del Angel
Payee: Rufino Garza

Property (including any improvements):

Lot(s) 101, El Lucero Subdivision, Phase II, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 1916646

Other Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of El Lucero Subdivision, Phase II, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number1916646; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor and Beneficiary covenant and agree as follows:

1. Payment. Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

...x and Insurance Reserve. Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees ...id or reserve for the payment of all insurance premium and/or taxes and assessments against or affecting the Property by paying ...ary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be ...ed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) ...ums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary ...requests, taxes and assessments next due on the Property, or any part thereof, as estimated by Beneficiary, (c) plus, if Beneficiary so requests, all sums previously advanced by Beneficiary for taxes and/or insurance on the Property, (d) less all sums paid previously to Beneficiary therefor, divided by the number of installment payments to be made before one month prior to the date when such premiums, taxes and/or assessments will become delinquent; such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purpose of paying such premiums, taxes and/or assessments. Any excess reserve shall be handled as required by applicable federal law, or if federal law does not govern the disposition of such excess reserve, then at the discretion of Beneficiary, such excess reserve will be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

When the text requires, singular nouns and pronouns include the plural.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust.

ALBERTO del ANGEL
Alberto del Angel

Evodia del A.
Evodia del Angel

(Acknowledgment)

State of Texas
County of Cameron

This instrument was acknowledged before me on the 11 day of August, 2011, by Alberto del Angel.

Notary Public, State of Texas

AZUCENA M. CALLEROS
Notary Public, State of Texas
My Commission Expires
September 24, 2013

(Acknowledgment)

State of Texas
County of Cameron

This instrument was acknowledged before me on the 11 day of August, 2011, by Evodia del Angel.

Notary Public, State of Texas

AZUCENA M. CALLEROS
Notary Public, State of Texas
My Commission Expires
September 24, 2013

AFTER RECORDING RETURN TO:

Rufino Garza
3779 N. Bentsen Palm Drive
Mission, Texas 78574

Software by ReMerge-It, LLC
(956) 630-9401
www.ReMerge-It.com

ReMerge-It

Chapter 232 Texas LGC Application

APPLICATION NO:
3-11653
Aug. 23, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E4395-02-000-0101-00

[1] OWNER: DEL ANGEL, ALBERTO & ELODIA
825 EL LUCERO ST

SULLIVIAN CITY, TX 78595
Telephone No. 321-8298

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES/ RV

[5] SIZE OF STRUCTURE: 360 Sq. Ft.

[6] USE OF BUILDING: RES MH ZONE

[7] LEGAL DESC./NAME OF SUBDIVISION
EL LUCERO PH 2 LOT 101
C-44

LOCATION: 0 EXP & N EL PINTO RD

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $500

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDES 6' REAR 35'
18 INCHES ABOVE CENTERLINE OF STREET

_____ _____
Prepared by Date

_____ _____
Approved by Date

_____
_____ _____
Signature of Owner or Applicant Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 3

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 11-10875

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Francisco Villegas

Address: 22178 Uresti Rd.
Edinburg Tx 78541

Phone: (956) 451-2052

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		40685
Date Approved:	/ /	8/30/11

Water Supplier: N.A.W.S.C.

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: N/A

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as:
Lot 11Le Evergreen Valley Est. Phase II ,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 3-15-05);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Flor Castillo);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruby Hernandez 8-30-11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruby Hernandez 8-30-11);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Flor Castillo)

Flor Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: _____

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Francisco Villegas

Address: 22178 Uresti Rd
Edinburg TX 78541

Phone: (956) 451-2052

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Lot 116 Evergreen Valley Est. Phase II

STATUS OF PERSON OR ENTITY MAKING REQUEST:

___ Subdivider
✓ Owner of lot in subdivision
___ Resident of lot in a subdivision
___ Entity that provides utility service

Francisco J. Villegas
Requesting Party (Signature)

08/30/2011
~~8-8-11~~
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
✓ Other (describe) plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/30/11
Date

Ilda Castillo
County Official

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: June 18, 2010

Grantor: Andres Garza and Maria Elena Garza

Grantor's Mailing Address: 150 Klattenhoff Lane No. 6104
Hutto, Texas 78634
Williamson County

COPY

Grantee: Francisco Javier Villegas and Vanessa Leal

Grantee's Mailing Address: 11 Ponciana St.
Edinburg, Texas 78542
Hidalgo County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of International Bank of Commerce in the principal amount of THIRTY THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($30,900.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of International Bank of Commerce and by a first-lien deed of trust of even date from Grantee to Osvaldo Araiza, trustee.

Property (including any improvements):

Lot One Hundred Sixteen (116), Evergreen Valley Estates Phase II, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 47, Pages 85-97, Map Records, Hidalgo County, Texas.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2010 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; validly existing reservations or exceptions (including but not limited to restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property) approved by Grantee and described in Schedule B of the Owner Policy for Title Insurance issued to Grantee as part of this transaction; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; all rights, obligations, and other matters arising from and existing by

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on June 18th, 2010, by Andres Garza.

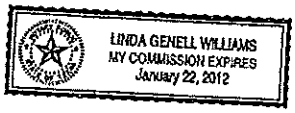


Linda Williams
Notary Public, State of Texas
My commission expires: 1-22-12

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on June 18th, 2010, by Maria Elena Garza.



Linda Williams
Notary Public, State of Texas
My commission expires: 1-22-12

PREPARED IN THE OFFICE OF:

ELLIS KOENEKE & RAMIREZ
1101 CHICAGO
MCALLEN, TX 78501

AFTER RECORDING RETURN TO:

Francisco Javier Villegas and Vanessa Leal
11 Ponciana St.
Edinburg, Texas 78542

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10875
Aug. 8, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E8250-02-000-0116-00

[1] OWNER: VILLEGAS J. FRANCISCO
VILLEGAS L. VANESSA
22178 URESTI ST
EDINBURG TX
Telephone No. 451-2052

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY ESATES PH2

LOCATION: 0 MONTE CRISTO & URESTI

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BRIC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: $100,000

[5] SIZE OF STRUCTURE: 3,000 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

[6] USE OF BUILDING: REST. ZONE X-25

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:35' SIDE:30' SIDE:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF STREET 18"

Prepared by — Date 8/8/11

EDGAR ISIDRO — Approved by — Date 8/8/11

Signature of Owner or Applicant — Date 8/8/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325D Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____YES ____NO ____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10013 F01

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of: Jose Ortiz

Name: Raul Ortiz

Address: 1410 Encantado Cir
Mission Tx. 78572

Phone: (956) 227-7553

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER - Elect. Only
Date Approved:	/ /	/ /

Water Supplier: N/A

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: 10032789443959485

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: LOT 50 CALEDONIA EST.,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 3-08-07);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by [signature]);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by [signature]);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by [signature]);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [signature]);

Alan D. Castillo

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____

Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10013 X-01

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST: Jose Orozco

Name: RAUL ORTIZ

Address: 1410 ENCANTADO CR

MISSION TX 78572

Phone: (956) 227-7553

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

LOT 50 CALEDONIA EST.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
_✓_ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

R.O.

J.O

Requesting Party (Signature)

8/26/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_✓_ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
_✓_ Other (describe) Prop. Tax

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/30/11
Date

County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: 09/23/10

Grantor: Caledonia Estates Subdivision Phase I
Grantor's Mailing Address;
301 N. Main Suite #6
McAllen, Texas 78501

Grantee: Jose E. Orozco, DBA A& D Homes
Grantee's Phone Number: (956) 225-3004 (cell) (956) 702-1899 (fax)
Grantee's Mailing Address (including county)
500 Justice
San Juan, TX 78589
Hidalgo County Texas.

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty Thousand Dollars and No Cents ($20,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The purchase Note is secured by vendor's lien retained in this deed and by a deed of trust of even date to Roxanna Salinas, Trustee.

Property (including any improvements):

Lot(s) 50, Caledonia Estates Subdivision Phase I, as shown by the map or plat thereof recorded in volume 53, Page 52, Map Records, Hidalgo County, Texas.

1st Lien Holder: Lone Star National Bank

Reservations from and Exceptions to Conveyance and Warranty.

1 Visible and apparent easements on or across the subject property;
2 Rights of parties in possession;
3 Easements, rights-of-way, and prescriptive rights, whether of record or not;
4 All recorded restrictions, covenants, conditions, oil and gas leases, mineral severance, and other instruments, other than liens and conveyances, that affect the property;
5 Rights of adjoining owners in any walls and fences situated on a common boundary;
6 Any encroachments or overlapping of improvements;
7 All rights, obligations, and other matter emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
8 Taxes fir the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

Caledonia Estates Subdivision Ph I

BY: _____

Ricardo R Salinas
President

(Acknowledgment)

State of Texas.
County of Hidalgo

This instrument was acknowledged before me on the 23rd day of September 2010, By Ricardo R. Salinas, President of Caledonia Estates Subdivision Phase I of behalf of said Texas Corporation.

_____

Notary Public, State of Texas

9/23/10

DAVID OMAR SALINAS
Notary Public, State of Texas
My Commission Expires
July 22, 2014

AFTER RECORDING RETURN TO:

Caledonia Estates Subdivision Phase I
301 N. Main Suite # 6
McAllen, Texas 78501

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10013
Oct. 7, 2010

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C0345-01-000-0050-00

[1] OWNER: OROZCO, JOSE E. DBA A&D HOME

500 JUSTICE LANE
SAN JUAN, TX 78589
Telephone No. 225-3004

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 2,640 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
CALEDONIA EST. PH. 1 LOT #50

LOCATION: 0 C. CHAVEZ & CURRY

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $70,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 22' FINISH FLOOR OF ELEV.
18" TOP OF ROAD

Prepared by Dion U. Castillo Date 10-07-10

Approved by Edgar Ulloa Date 9-20-10

Signature of Owner or Applicant 10/07/10 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0325 D.
Panel No. /Suffix: 480334 Pct: 4

Community No.:_____

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Septics Unbilled

Precinct (1) 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: N/A

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	N/A	N/A
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Jorge Gonzalez

Address: 509 E. Pike, Ste A
Weslaco, Tx.

Phone: (956) 447-2000

Water Supplier: NAWSC

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: 4 mile 6 Acres Lot 1-7.

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8-16-11);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by NAWSC Dora Olivarez);

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruben Leyva 8-24-11);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruben Leyva 8-24-11);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Dora Olivarez);

_____ _____ _____

Planning Department Authorized Signature | **Hidalgo County Judge** | **Date**

ATTEST: _____ _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

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Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: N/A

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Jorge Gonzalez

Address: 509 E. Pike Ste A
Weslaco Tx

Phone: 447-2222

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Mile 6 Acres Sub. Lots 1-7

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ✓ Subdivider
- ____ Owner of lot in subdivision
- ____ Resident of lot in a subdivision
- ____ Entity that provides utility service

Requesting Party (Signature) — Date: 8/9/11

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

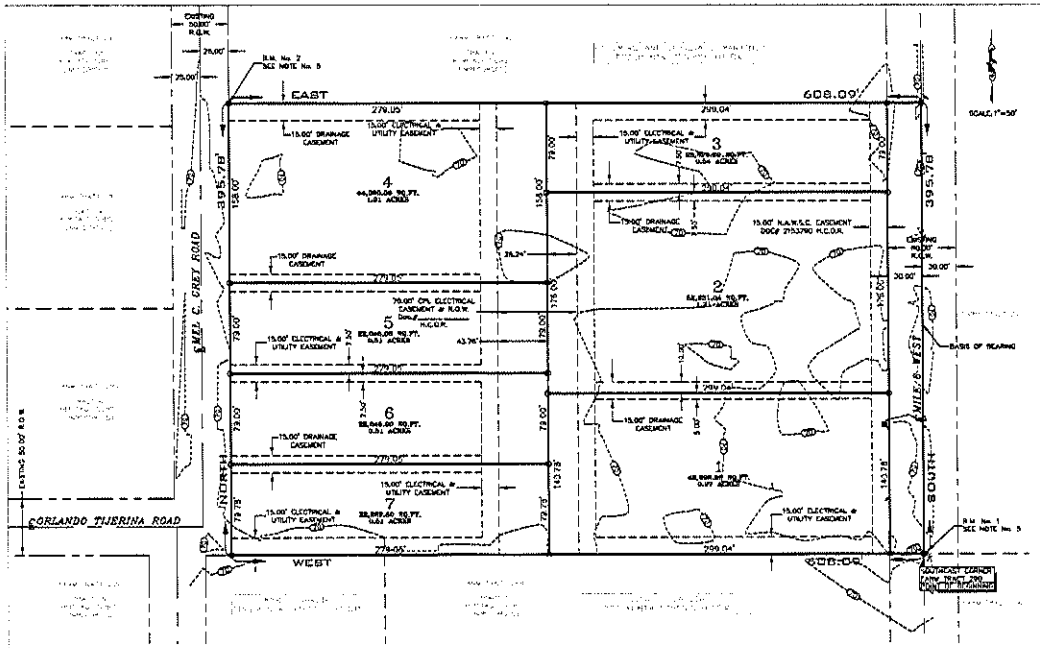
- ____ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Copy of subdivision plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/9/11
Date

County Official



STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JORGE GONZALEZ, AS PRESIDENT OF DREAM HOMES, BY JAM REAL ESTATE CO., AN OWNERS OF THE 5.52 ACRES TRACT OF LAND ENCUMBERED WITHIN THE PROPOSED MILE 6 ACRES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS DESCRIBED IN THIS PLAT ARE TRUE AND COMPLETE.

JORGE GONZALEZ, PRESIDENT OF
DREAM HOMES BY JAM REAL ESTATE CO.
604 E. PAC
WESLACO, TX 78596

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JORGE GONZALEZ, AS PRESIDENT OF DREAM HOMES BY JAM REAL ESTATE CO. PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 2011

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE § 232.029(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MILE 6 ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ 2011.

_____ ATTEST: _____
HIDALGO COUNTY JUDGE DATE HIDALGO COUNTY CLERK DATE

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MILE 6 ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON _____ 2011.

_____
HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR DATE

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE MILE 6 ACRES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 2011.

_____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

STATE OF TEXAS – CITY OF WESLACO
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____ _____ _____
CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

I, THE UNDERSIGN CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
PLANNING AND ZONING COMMISSION CHAIRMAN DATE

DRAINAGE DISTRICT CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE SYSTEM PLAN'S DESIGNERS ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ _____
BY DATE

HIDALGO and CAMERON COUNTIES IRRIGATION DISTRICT No. 9

THIS PLAT HAS BEEN APPROVED BY HIDALGO and CAMERON COUNTIES IRRIGATION DISTRICT No. 9 DATED THIS _____ DAY OF _____ 2011.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON MCID No. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF MCID No. 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

_____
GENERAL MANAGER

SURVEYOR CERTIFICATE

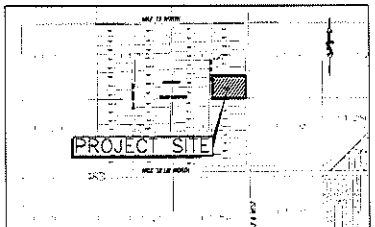
I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

_____ _____
REYNALDO ROBLES DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 4032

ENGINEER CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

_____ _____
HÉCTOR R. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 80824



LOCATION MAP | SCALE: 1"=1000'

METES AND BOUNDS

BEING 5.52 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 290, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS, THIS TRACT IS ALSO KNOWN AS TRACT 7 OUT OF UNRECORDED HERITAGE SUBDIVISION, SAID 5.52 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NO-D NAIL FOUND AT THE SOUTHEAST CORNER OF FARM TRACT 290 FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID NO-D NAIL ALSO BEING LOCATED ON THE CENTERLINE OF MILE 6 WEST ROAD;

THENCE, WEST AT A DISTANCE OF 30.00 FEET PASS A 1/2-INCH IRON ROD FOUND FOR REFERENCE ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 6 WEST ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 608.09 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST RIGHT-OF-WAY LINE OF MILE C. GREY ROAD, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH, 395.78 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, AT A DISTANCE OF 578.09 FEET PASS A 1/2-INCH IRON ROD FOUND FOR REFERENCE ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 6 WEST ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 608.09 FEET TO A NO-D NAIL FOUND FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH, 395.78 FEET ALONG THE EAST LINE OF FARM TRACT 290 ALSO BEING THE CENTERLINE OF SAID MILE 6 WEST ROAD TO THE POINT OF BEGINNING, CONTAINING 5.52 ACRES OF LAND MORE OR LESS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MILE 6 ACRES SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1 ON THE EAST SIDE OF HIDALGO COUNTY, ALONG THE WEST SIDE OF MILE 6 WEST ROAD AND APPROXIMATELY 1,320.00 FEET NORTH OF MILE 12 1/2 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO. ACCORDING TO THE U.S. CENSUS BUREAU, THE 2008 POPULATION ESTIMATE FOR THIS CITY WAS 35,040, MILE 6 ACRES SUBDIVISION FALLS INSIDE WESLACO'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND INSIDE WESLACO'S 1 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD W/ PLASTIC CAP STAMPED "R&A"
- SET 60-D NAIL
- FOUND 60-D NAIL
- POWER POLE
- LIGHT POLE
- STREET LIGHT
- TELEPHONIC PEDESTAL
- TELEPHONE SIGN
- WATER METER
- WATER VALVE
- WATER HOSE BIBB
- FIRE HYDRANT
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- TREE
- FENCE
- CEDAR FENCE
- NATURAL FLOW
- NATURAL GROUND
- EDGE OF PAVEMENT
- TOP OF ASPHALT

ELEVATIONS

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN
COMMUNITY PANEL NUMBER AND DATE: 480334 0005 C
EFFECTIVE DATE: JUNE 6, 2000, AND REVISED TO REFLECT LOMR DATED MAY 26, 2002.

2. SETBACKS:
FRONT (LOTS 1-3): 50.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
FRONT (LOTS 4-7): 25.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
REAR: 15.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
SIDE: 6.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)

3. GENERAL NOTE FOR "SINGLE FAMILY RESIDENCES":
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. LOTS SHALL REQUIRE PLANNING, ENGINEERING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE ACQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE EIGHTEEN INCHES (18") ABOVE THE CROWN OF THE ADJACENT ROAD. MINIMUM FINISH FLOOR ELEVATIONS, ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARKS (B.M.): TWO FOLLOWING BENCHMARKS ARE CENTERED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. NO. 1 ELEVATION=79.30, N.A.V.D. 83,
NAIL FOUND AT THE SOUTHEAST CORNER OF PROPERTY. DESCRIPTION: 60-D
B.M. NO. 2 ELEVATION=79.38, N.A.V.D. 83, DESCRIPTION: HALF (1/2") INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF PROPERTY.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 9, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 4,320 CUBIC-FEET PER ACRE-FEET OF RAINFALL RUNOFF. DRAINAGE RETENTION IS IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED ON PROPOSED DRAINAGE SWALES ON BACK OF THE LOTS.

DRAINAGE RETENTION PER LOT:
LOT 1=28 C.F., LOTS 2=1,168 C.F., LOTS 3=623 C.F., LOTS 4-7 = 468 C.F.

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE HOMEOWNER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR INDIVIDUAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 20,000 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY HEALTH DEPARTMENT AND I (WE) HEREBY SAY (SAID) SETS ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY HEALTH DEPARTMENT. THE UNDERSIGNED HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINAGE SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED, INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. JORGE GONZALEZ, PRESIDENT OF DREAM HOMES, BY JAM REAL ESTATE CO., OWNER OF A SUBDIVISION OF MILE 6 ACRES SUBDIVISION, RECEIVED AN EXEMPTION LETTER FROM THE CITY OF WESLACO, AUTHORIZING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, TREES, BUSHES, VINES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER). CLEAR OF ALL OTHER OBSTRUCTIONS THAT MIGHT HINDER, INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN A PLATTED SUBDIVISION SHALL CONTAIN A STATEMENT DETERMINING HOW AND WITH WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY CODE; SUBDIVISION REGULATIONS SHOWING THIS PLAT DILIGENCES AND THOSE IN CERTIFY THAT ALL EITHER SIDE LOT LINES WITHIN HIDALGO COUNTY WITH THE SIZE REQUIRED BY EACH UTILITY COMPANY OCCUPYING AN EASEMENT.

14. AN OFF-STREET PARKING LOT WITH PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY ENGINEERING DEPARTMENT WILL BE REQUIRED FOR COMMERCIAL INDUSTRIAL, OR MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT. PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT, NO WATER OR LIGHT CLEARANCES SHALL BE PULLED UNTIL THE SITE PLAN, DRAINAGE PLAN AND LAYOUT PLAN ARE APPROVED AND PERMITTED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE.

15. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.

16. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS REQUIRED BY TCEQ.

17. ALL LOTS IN MILE 6 ACRES SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN MILE 6 ACRES SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF MILE 6 ACRES SUBDIVISION, THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESCRIBED IN THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (THE "COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER RIGHTS PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION, IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING MILE 6 ACRES SUBDIVISION INCLUDE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND APPROVED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IN FULLY FUNCTIONAL CONDITION, AND ACTUALLY HANDLING ALL THE WATER IN MILE 6 ACRES SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT SHALL HAVE THE RIGHT AND THE AUTHORITY, AND EACH LOT OWNER DOES HEREBY AGREE TO GIVE THE COUNTY AND THE DRAINAGE DISTRICT THE RIGHT AND AUTHORITY TO ABANDON THE DRAINAGE IMPROVEMENTS AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAVE THE RIGHT AND AUTHORITY TO RELEASE THE DRAINAGE EASEMENT SURROUNDING THE DRAINAGE SWALE PURSUANT TO THIS PARAGRAPH BY MEANS OF AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

18. TWO STREET LIGHTS WILL BE REQUIRED FOR THIS DEVELOPMENT AT THE SOUTHEAST AND SOUTHWEST CORNERS, ONE STRUCK LIGHT ALONG MILE 6 WEST AND ANOTHER ONE ALONG MILE C. GREY.

19. A 60 FOOT ROADWAY ALONG BOTH MILE 6 WEST AND MILE C. GREY WILL BE REQUIRED AT THE TIME OF A BUILDING PERMIT.

DATE OF PREPARATION: MAY 23, 2011

RA ROBLES AND ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
P.O. BOX 456
ELSA, TEXAS 78543 (956) 1986 RRSRT

SURVEYOR: REYNALDO ROBLES JOB No. 17097

NORTH ALAMO WATER SUPPLY CORPORATION
RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (hereinafter called "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION(hereinafter called "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND MAINTAIN WATER LINES AND APPURTENANCES, ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSES FROM AND UNTO THE ABOVE MENTIONED RIGHTS AND GRANTEE, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE ROAD, SO AS TO ENCLOSE THE RELOCATED OR WIDENED ROAD, THE GRANTOR FURTHER GRANTS TO GRANTEE AND ADDITIONAL EASEMENT OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, INTRAM, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS, THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: NONE. GRANTOR FURTHER COVENANTS AND AGREES THAT GRANTEE MAY, AT ITS OPTION, PAY ANY DELINQUENT TAXES OR INSTALLMENT FINANCIAL ASSISTANCE THAT IS SUBJECT TO THE PROVISIONS OF TITLE III OF THE CRP, TOGETHER WITH ANY PENALTIES AND INTEREST THEREON, WHICH MAY BECOME A LIEN ON SAID LANDS AND IN THE EVENT GRANTEE SHALL SO PAY SAID TAXES, GRANTEE SHALL BE SUBROGATED TO THE RIGHTS OF THE HOLDER THEREOF. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL CONTINUE TO BE VALID FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT

THIS____ DAY OF _____ 2011.

_____
JORGE GONZALEZ, PRESIDENT OF
DREAM HOMES BY JAM REAL ESTATE CO.
604 E. PAC
WESLACO, TX 78596

INDEX OF SHEETS	
SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W. AND ADDITIONAL R.O.W. DEDICATIONS; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESIGNATE THE PRECINCT IN WHICH THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS WITH SPECIFIC LANDS; NOTES; OWNERS DEDICATION, CERTIFICATIONS AND ATTESTATION; N.A.W.S.C. EASEMENT AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL; H.C.I.D. NO. 1; H.C.I.D. NO. 9; SURVEYORS; AND ENGINEER'S; R.O.W. & H.C.M.D. CLERK
SHEET 2	UTILITY LAYOUT; ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF); AND ENGINEER'S CERTIFICATION
SHEET 3	PRINCIPAL CONTACTS (ENGLISH AND SPANISH VERSIONS); SUBDIVIDER CERTIFICATION AND "CERTIFICATE OF IMPROVEMENT" FOR DRAINAGE, TYPICAL DETAILS; WATER SERVICE SAMPLE OF LOT LAYOUT FOR OSSF SYSTEM CONNECTION; ON SITE FOR OSSF SYSTEM CONNECTION; DRAINAGE LAYOUT; DRAINAGE REPORT; ENGINEER'S CERTIFICATION; TYPICAL DETAILS; DRAINAGE SWALE CROSS-SECTION; PRINCIPAL CONTACTS

FILED FOR RECORD IN:
HIDALGO COUNTY
BY ARTURO GUAJARDO, JR.
COUNTY CLERK
ON:_____ AT_____AM/PM
AS A RECORDING NUMBER_____
BY,_____ DEPUTY

PRINCIPAL CONTACTS

NAME	ADDRESS	PHONE & FAX
OWNER: JORGE GONZALEZ (DREAM HOMES)	604 E. PAC STREET, WESLACO, TX 78596	(956) 447-2000
ENGINEER: HÉCTOR R. GARZA P.E.	3011 SAN FELIPE STREET, SAN JUAN, TX 78589	(956) 969-2363
SURVEYOR: REYNALDO ROBLES R.P.L.S.	107 N. MARIONE STREET, WESLACO, TX 78596	(956) 968-2422 (FAX) 688-3011

SUBDIVISION PLAT OF
MILE 6 ACRES
BEING 5.52 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 290, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS

GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-005961
3011 SAN FELIPE ST. • SAN JUAN, TX 78589
PHONE (956) 969-2360

PROJECT: WESLACO TEXAS
PLAT SHEET 1
SHEET: 1/3

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Cashdep.

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: N/A

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	N/A Authorized Signature	N/A Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Ibarra, Ltd.

Address: 3910 W. Freddy Gonzalez Edinburg, TX.

Phone: (956) 383-1095

Water Supplier: WAWSC

Utility Provider: [ ] M.V.E.C. [√] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Riviera Ranchos Ph.2, Lots 28-64 ,

on_____, 20_____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):
Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/2/11);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Nora D Canas);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 8-24-11);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by 8-24-11);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Nora D Canas);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: U1A

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Garco, Ltd By: Garco Managment, L.L.C. General Partner
By: Richard A. Garza, President

Address: 3910 W. Freddy Gonzalez Dr.

Edinburg, Texas 78539

Phone: (956) 383-6295

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): RIVIERA RANCHES PHASE II: A 22.62 AC TR OF LAND OUT OF BLOCK 13, VAL VERDE SUBDIVISION, HIDALGO COUNTY, TEXAS,ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL.2 PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- x Subdivider
- _____ Owner of lot in subdivision
- _____ Resident of lot in a subdivision
- _____ Entity that provides utility service

Garco,Ltd By: Garco Managment L.L.C. General Partner
By: Richard A. Garza, President

Requesting Party (Signature)

3/16/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

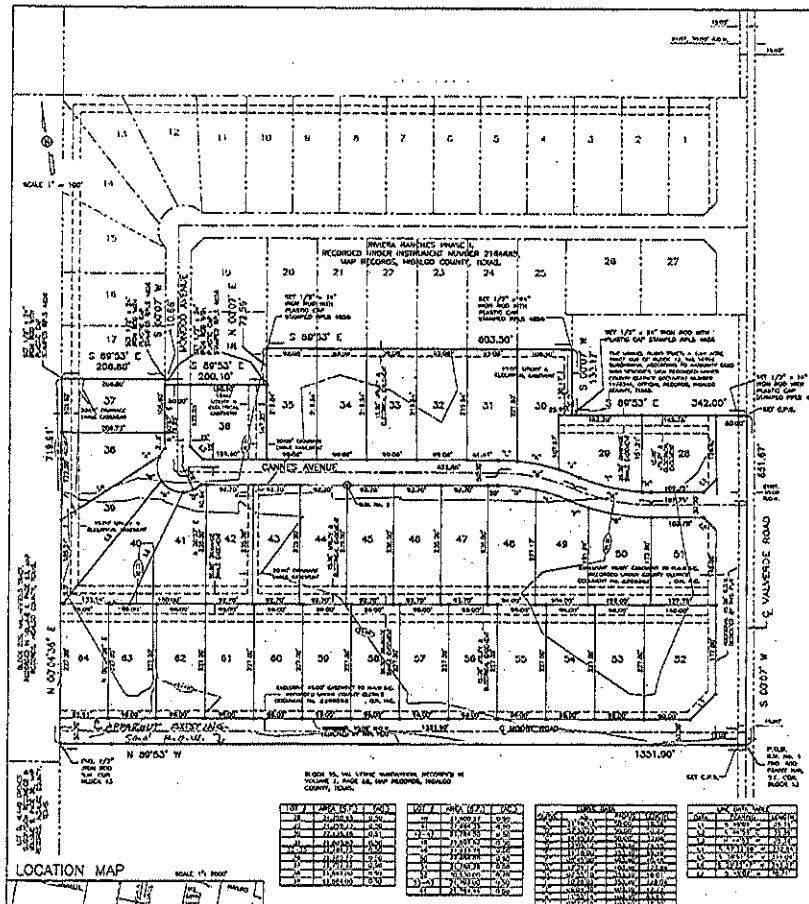
- x Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) Copy of subd. plat

This part to be filled out by receiving county official:

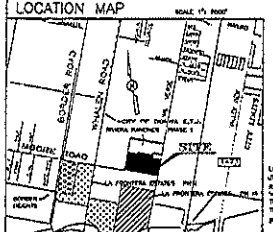
Location of land verified and completed request accepted by Hidalgo County for processing on:

8/18/11
Date

Nora DeLuna
County Official



LOCATION MAP



PLAT NOTES AND RESTRICTIONS:

1.— FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (INDIAN GRADING).

COMMUNITY-PANEL NUMBER: 480334 0485 C
DATE REVISED: NOVEMBER 16, 1982

2.— SETBACKS:

FRONT	25.00 FEET
FRONT-GARAGE/CARPORT	18.00 FEET
REAR	25.00 FEET
SIDE	7.00 FEET
CORNER SIDE	10.00 FEET
CUL-DE-SAC	25.00 FEET

OR EASEMENT WHICHEVER IS GREATER ON ALL LOTS.

3.— MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP CURB/LANE OF STREET, CENTERLINE OF DRAINAGE, OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER UNLESS OTHERWISE SHOWN OR APPROVED FOR LESS UPON FIELD INSPECTION. A TEMPORARY BENCH MARK IS ON THE PLAT AND ELEVATION FOR CONSTRUCTION OF FINISH FLOOR ELEVATIONS SHALL BE REQUIRED FOR ALL BUILDINGS.
ALL LOTS SHALL DRAIN TO THE STREET ONE OF THE TWO OR A DRAINAGE EASEMENT PRIOR APPLICATION.

4.— BENCHMARK NOTE:
THE BENCH MARK IS DESCRIBED ON THE FACE OF THE PLAT AND FOR THE APPROVED ENGINEERING PLANS.
ALL BENCH MARKS ARE BRASS CAPS SET IN CONCRETE MONUMENTS AT THE SOUTHWEST CORNER OF THE SUBDIVISION, EASTING, OR DATUM.
ALL BENCH MARKS ARE BRASS CAPS SET IN CONCRETE MONUMENTS AT THE SOUTHWEST CORNER OF LOT 17, BLOCK 13, DATUM.

5.— DRAINAGE NOTE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY DRAINAGE DISTRICT REGULATIONS, IT IS REQUIRED THAT A DRAINAGE PLAN BE PREPARED AND FOLLOWED. NO BUILDINGS SHALL BE ACCOMMODATED AS FOLLOWS THE DRAINAGE REPORT ON GRADE PLAN.

6.— DRAINAGE SCHOOL BUS ZONES (TEXAS) NOTE:
ANY SUBDIVISION SHALL HAVE DRAINAGE SCHOOLS LOCATION IN ACCORDANCE WITH RULES AND REGULATIONS ADOPTED FOR SCHOOL DISTRICTS.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING ON BASE OF ALL LOTS.
A. FREE POSTED 'S' SIGNS PROVIDED FOR LOCATION OF DRAINAGE SCHOOLS ONLY
B. A SUBDIVISION DRAINAGE IS SUBMITTED FOR CONSTRUCTION, OR WHATEVER WAS, THE SUBDIVIDER SHALL BE RESPONSIBLE FOR PROVIDING ALL LOTS WITHIN WHICH THE LOT AREA WITH DRAINAGE WATER SURFACE.
C. NO LOTS SHALL BE OCCUPIED UNTIL FINAL INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORITIES DEPARTMENT.
D. THE DRAINAGE SHALL BE SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND ENGINEER HAS BEEN ON THE UTILITY LAYOUT FOR DRAINAGE

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Septics installed

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 ④

Application No: N/A

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		N/A Authorized Signature	N/A Authorized Signature
	Inspection/Permit No:		
	Date Approved:	/ /	/ /

Name: Santa Cruz Properties

Address: 932 Via Sol
Edinburg, Tx. 78540

Phone: (956) 383-0868

Water Supplier: NAWSC

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: N/A
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Tierra de Santa Cruz Rancho Lote 1-51 ,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-5-11);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Dora Olivares);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruben Hernandez 8-24-11);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruben Hernandez 8-24-11);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Dora Olivares);

_____ _____ _____
Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____
Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-318-2840
956-318-2844

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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: N/A

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Santa Cruz Properties, Ltd

Address: 932 Via Sol, Edinburg, Texas 78540

Phone: (956) 383-0868

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Tierra de Santa Cruz Ranches: A 101.29 acre tract of land being all of Lots 6 thru 17, 22 thru 36, and 38 thru 40,Ranchos Los Papalotes Subdivision No.1, Hidalgo County, Texas.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- [X] Subdivider
- [ ] Owner of lot in subdivision
- [ ] Resident of lot in a subdivision
- [ ] Entity that provides utility service

Santa Cruz Properties, Ltd
Richard Ruppert

Requesting Party (Signature) — Date: 1/05/11

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- [X] Deed
- [ ] Executory Contract
- [ ] Lease
- [ ] Rent Receipt
- [ ] Affidavit
- [✓] Other (describe) Copy of subd. plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

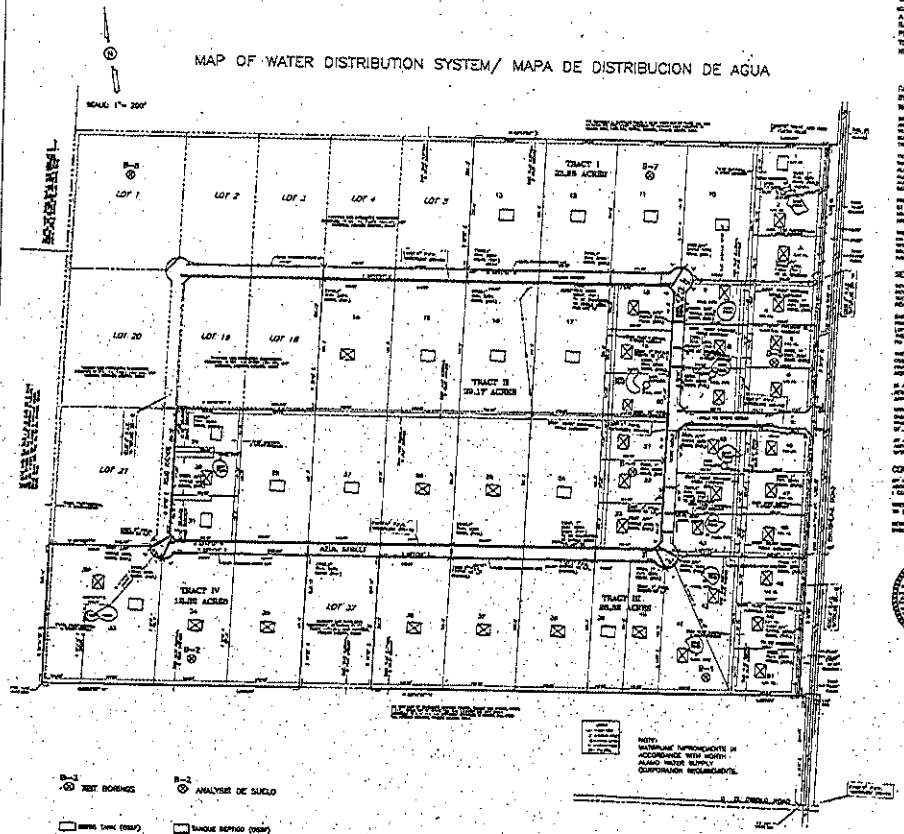
8/11/11
Date

County Official

TIERRA SANTA CRUZ SUBDIVISION

A 161.29 ACRE TRACT OF LAND BEING ALL OF LOTS 6 THRU 17, 22 THRU 36, AND 38 THRU 40, RANCHOS LOS PAPALOTES SUBDIVISION No.1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGES 199 THRU 201, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



B-2 TEST BORINGS

B-2 ANALYSIS DE SUELO

WATER TANK (GSUP)

TANQUE SEPTICO (TASP)

EXISTING WATER TANK (GSUP)

EXISTING TANQUE SEPTICO (GSEP)

6" WATER MOTOR LOOP 6" WATER SUPPLY LINE

6" LINEA DE MEDIDOR DE AGUA 6" LINEA DE AGUA

COST ESTIMATE:

FINISH WATERLINE IMPROVEMENTS: $ 8,127.50
HOUSE CONNECTION: $ 4,000.00
OTHER: $ 2,500.00

FINAL ENGINEERING REPORT FOR TIERRA DE SANTA CRUZ, SUBDIVISION:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

[illegible] THE WATER SYSTEM FOR TIERRA DE SANTA CRUZ SUBDIVISION CONSISTS OF [illegible] AND CONNECTED TO EXISTING 6" WATERLINES AND A DISTANCE OF APPROXIMATELY [illegible] THE SUBDIVISION HAS [illegible] WATER SERVICE CONNECTIONS. THE WATER SYSTEM WILL SERVE [illegible] LOTS WITH THE CENTERLINE OF RAMIREZ ROAD AND [illegible] THE CENTERLINE OF RAMIREZ ROAD AND [illegible] THE CENTERLINE OF RAMIREZ ROAD AND [illegible]

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Coahdlp.

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: N/A

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	N/A Authorized Signature	N/A Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Richard Garza
BIC Development

Address: 3910 W. Freddy Gonzalez
Edinburg TX. 78539

Phone: 956-383-6895

Water Supplier: N/A MUD

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Rancho Subdivision, Lots 1-10,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-26-11);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Nora D Lavazos);

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 8-26-11 (verified by);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 8-26-11 (verified by);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Nora D Lavazos);

_____ _____ _____
Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____
Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: N/A

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Richard A. Garza
President of BIC Development Corp.

Address: 3910 W. Freddy Gonzalez Dr.

Edinburg, Texas 78539

Phone: (956) 383-6295

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Paris Ranches: A 10.24 acre tract of land out of Farm Tract 515, West and Adams Tracts Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Pages 34-37, map records, Hidalgo County, Texas.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- X Subdivider
- ____ Owner of lot in subdivision
- ____ Resident of lot in a subdivision
- ____ Entity that provides utility service

Richard A. Garza
President of BIC Development Corp.

Requesting Party (Signature)

3-2-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

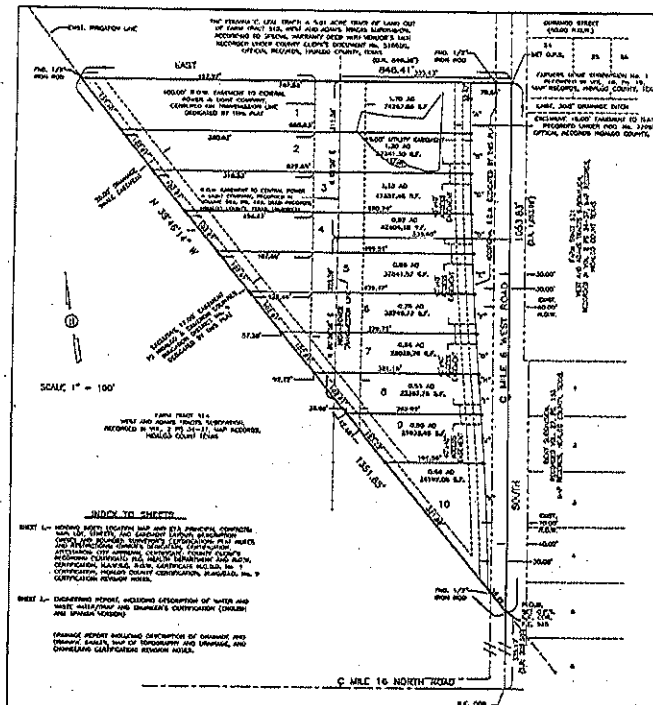
- X Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- V Other (describe) Copy of Subd. plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

3-2-11
Date

County Official



SUBDIVISION PLAT OF :

PARIS RANCHES

A 10.24 ACRE TRACT OF LAND OUT OF FARM TRACT 515, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 427569, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTES AND SOURCES

STATE OF TEXAS
COUNTY OF HIDALGO

RIGHT OF WAY EASEMENT

NOTE:

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

STATE OF TEXAS
COUNTY OF HIDALGO

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT: _____ AM/PM
INSTRUMENT NUMBER: _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1613
PHONE 956-381-6480
FAX 956-381-9527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 2 SHEETS

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10802 X01

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Sandra C. Martinez Grande

Name: ~~Sandra Rivera~~ SM

Address: 7909 Locker Avenue
Edinburg, TX 78541

Phone: (956) 560-5516

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	8/25/11

Water Supplier: North Alamo Water

Utility Provider: [ ]M.V.E.C. [X] AEP

Account/ESI No.: 10032789469599766

[ ] Temporary Pole [X] Permanent Service

regarding the land described as:
Cardinal Gardens Lote 2,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 1-22-08);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Alma Carrillo);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruben Herrera 8-17-11);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruben Herrera 8-17-11);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Alma Carrillo);

Alma D. Carrillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10862

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Sandra C. Martinez Grande ~~Sandra Rivera~~ SM.

Address: 7909 Locker Avenue
Edinburg TX 78541

Phone: (956) 560 5516

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Cardinal Gardens Lote 2

STATUS OF PERSON OR ENTITY MAKING REQUEST:

/ Subdivider
____ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

X [signature] 8-17-11
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

/ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
/ Affidavit
____ Other (describe) [illegible]

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/24/11 Alex Cabello
Date **County Official**

DEED OF TRUST

Date: June 24, 2011

Grantor: Alejandro Rivera Escobar and Sandra Claudia Martinez GrandeGrantor's Mailing Address (including county):
7909 Locker Avenue
Edinburg, Texas 78542
Hidalgo County, Texas

Trustee: Robert Geissler
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: Gudrun Flier
Beneficiary's Mailing Address:

P.O. Box 721052
McAllen, Texas 78504

Note:

Date: June 24, 2011
Amount: Twenty-One Thousand Four Hundred and 0/100 Dollars ($21,400.00)
Maker: Alejandro Rivera Escobar

Payee: Gudrun Flier

Property (including any improvements):

Lot(s) 2, Cardinal Gardens Subdivision, as shown by the map or plat thereof recorded in Volume 49, Pages 133-135, Map Records of Hidalgo County, Texas

Other Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Cardinal Gardens Subdivision, as shown on the plat thereof, recorded in Volume 49, Pages 133-135, Map records of Hidalgo County, Texas; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor and Beneficiary covenant and agree as follows:

1. Payment. Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary. Beneficiary may return any payment or partial payment if the payment or partial payments are insufficient to bring the Note current. Beneficiary may accept any payment or partial payment insufficient to bring the Note current, without it constituting a waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Beneficiary is not obligated to apply such payments at the time such

text requires, singular nouns and pronouns include the plural.

SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust.

Alejandro Rivera Escobar
Alejandro Rivera Escobar

Sandra Claudia Martinez Grande

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 24th day of June, 2011, by Alejandro Rivera Escobar .

CECILIO B. HINOJOSA NOTARY PUBLIC STATE OF TEXAS EXPIRES 11-3-2011

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 24th day of June, 2011, by Sandra Claudia Martinez Grande .

CECILIO B. HINOJOSA NOTARY PUBLIC STATE OF TEXAS EXPIRES 11-3-2011

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Gudrun Flier
P.O. Box 721052
McAllen, Texas 78504

Software by ReMerge-It, LLC
(956) 630-9401
Sales@ReMerge-It.com

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10862
Jul. 28, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C1617-00-000-0002-00

[1] OWNER: MARTINEZ, SANDRA C.

24107 LOCKER AVE.
EDINBURG, TX. 78541
Telephone No. 560-5516

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 784 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-01

[7] LEGAL DESC./NAME OF SUBDIVISION
CARDINAL GARDENS LOT 02

LOCATION: 0 DOOLITTLE & 2812

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $8,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:25' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date 7/28/11

EDGAR ISIDRO — Approved by — Date 7/28/11

X [signature] — Signature of Owner or Applicant — Date 7/28/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4

Community No.: 480334

Certification of Elevation Required: ____YES ✓ NO ____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-100925
V-44

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	/ /	8 / 25 / 11

Name: Jose Perez

Address: 10118 Cibolo Dr.
Edinburg, TX 78539

Phone: 956-386-0982

Water Supplier: North Alamo

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Santa Cruz Ranches No 2 Lot 101,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court;

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 11-24-04);

(verified by Alan Castillo);

(verified by _____);

(verified by _____);

(verified by Alan Castillo);

Alan O. Castillo
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10925
V-44

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Jose Perez

Address: 10118 Cibolo Dr.
Edinburg TX 78539

Phone: 956-386-0982

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Santa Cruz Ranches No. 2 Lot 101

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__X__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

(Jose Perez) Rosalio Cruz — 8-25-11
Requesting Party (Signature) — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8-25-11 — Alan U. Castillo
Date — **County Official**

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Date: September 22, 2010

Grantor: Dos Altos Properties, Ltd.,, a Texas Limited Liability Company
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540-0959

Grantee: Jose Ramos Perez

Grantee's Mailing Address (including county):
10118 Cibolo Dr.
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Seven Thousand Five Hundred Dollars and No Cents ($37,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 101, Santa Cruz Ranches No. 2 Subdivision, as shown by the map or plat thereof recorded in Volume 46, Pages 133-137, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 6, 2004, payable to the order of Texas State Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1377903. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;

Recorded On: 2010 Sep 28 At: 2141984

promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note 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.

Dos Altos Properties, Ltd.
By: Dos Grandes No. 6, L.L.C., a Texas Limited Liability Company,

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 28 day of September, 2010, by Richard W. Ruppert, President of Dos Grandes No. 6., LLC, A Texas Limited Liability Company, in it capacity as General Partner of Dos Altos Properties, Ltd., a Texas Limited Partnership.

IRMA MORENO
Notary Public, State of Texas
My Commission Expires
August 08, 2012

Irma Moreno
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Dos Altos Properties, Ltd.,
P.O. Box 959
Edinburg, Texas 78540-0959

Software by ReMerge-It, LLC
(956) 630-9401
Sales@ReMerge-It.com

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For support, please Contact Us

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10925
Aug. 25, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

S1753-02-000-0101-00

[1] OWNER: PEREZ, JOSE RAMOS

10118 CIBOLO DR.
EDINBURG, TX. 78539
Telephone No. 386-0982

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[6] USE OF BUILDING: RES. MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ RANCHES #2 LOT 101

5/23/08NW/F AG. ONLY

LOCATION: 0 MILE 22 1/2 & CIBOLO

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $15,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:40' BACK:15' SIDE:6' SIDE:6'
18" ABOVE CENTER LINE OF STREET. FLOODZONE:X

Prepared by — Date: 8/25/11

EDGAR ISIDRO — Approved by — Date: 8/22/11

X Jose Perez Rosalba Perez — Signature of Owner or Applicant — Date: 8-25-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____YES ✓ NO ____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10216
V-05

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Jose Alfredo Ramirez

Address: 6315 Soledad dr.
Edinbur tx. 78541

Phone: (956) 624-7291

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	8 / 23 / 11

Water Supplier: City of Edinburg - has water & sewer

Utility Provider: [ ] M.V.E.C. [4] AEP

Account/ESI No.: 10032789452585875

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Lot 129 Paloma del Valle 3,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):
Fill in **"yes"** or **"no"** in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-11-01);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by JCastillo);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by JCastillo);

Alan U. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
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956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10216
405

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Jose Alfredo Ramirez

Address: 6315 Soledad dr.
Edinburg Tx. 78541

Phone: (956) 624-7291

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

- lot 129, Paloma del Valle 3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

x Jose A Ramirez
Requesting Party (Signature)

8-23-11
~~x 8-23-10~~
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/30/11
Date

Nilda Castillo
County Official

1899754

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FORM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June 10, 2008

Grantor: Paloma Del Valle II, Ltd.

Grantor's Mailing Address (including county): 13201 N. 23rd Street
Edinburg, Texas 78541
Hidalgo County

Grantee: Jose Alfredo Ramirez and Rocio Perez-Castillo

Grantee's Mailing Address including County: 67 W. Crimson
Edinburg, TX 78541
Hidalgo

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of SIXTEEN THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 74/100 DOLLARS ($16,764.74) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Attorney at Law, Trustee.

Subject to Prior Lien(s) (including recording information): A lien in favor of Texas State Bank as recorded in the Deed of Trust dated August 11, 2006, as Document number 1655705, in the Official Records of Hidalgo County, Texas, and all renewals, extensions, transfers or alterations thereof.

Property (including any improvements): Lot 129 of Paloma Del Valle Phase III Subdivision, according to the map recorded in Volume 53, Pages 133-136, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil, Gas and other Minerals.

Reservations From and Exceptions to Conveyance and Warranty: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes; but not subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

1. Restrictive Covenants Recorded as Document 1784511 in the Official Records of Hidalgo County, Texas.
2. Taxes for the year 2008 and all subsequent years.
3. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District in which the property is located.
4. Subject to any and all valid and existing restrictions, easements, rights-of-way, reservations,

maintenance charges, together with any lien securing maintenance charges, zoning laws, ordinances of municipal or other governmental agency's or authorities, and conditions and covenants, if any, applicable to and enforceable against the property described herein, whether of record or not; all presently recorded instruments, other than liens or conveyances that effect the property.

5. For Grantor and Grantor's successors, a reservation of all of the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

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.

Paloma Del Valle II, Ltd.
By: Jane Cross Enterprises, Inc.
General Partner

BY: _____
Jane Cross , President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on June 10, 2008, by Jane Cross , President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.

NELDA C VILLARREAL NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-24-2012

_____
Notary Public, State of Texas

Nelda C. Villarreal
Notary's typed or printed signature
My commission expires: 2-24-2012

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10216
Jan. 12, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P3112-03-000-0129-00

[1] OWNER: RAMIREZ, JOSE ALFREDO &
ROCIO PEREZ- CASTILLO
6315 SOLEDAD DR.
EDINBURG, TX. 78541
Telephone No. 624-7291

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
05- RESIDENTIAL MOVE-IN/RELO. BUILD

[5] SIZE OF STRUCTURE: 850 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL X-05

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE #3 LOT 129

LOCATION: 0 M. CRISTO & SEMINARY

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $5,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 10' SIDES 6' 18" ABO;VE NATURAL GRO

Prepared by — Date: 1-12-11.

Approved by: Efrain Ceballos — Date: 1-10-11.

Signature of Owner or Applicant — Date: 1-12-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.:_____

Certification of Elevation
Required: _____YES _____NO _____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-109/8
4-2 08-23-2011

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Existing System
	Date Approved:	/ /	8 / 25 / 11

Name: Cynthia Villarreal

Address: 12905 Verde Avenue
Edinburg, Tx 78541
(Tierra de Santa Cruz)

Phone: 956-789-1376

Water Supplier: N.A.W.S.C

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: # 257344-001

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Tierra de Santa Cruz Lot #23

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-05-11);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Mario Cano);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-109/8

V-25

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Cynthia Villarreal

Address: 12905 Verde Avenue
Edinburg, TX 78541

Phone: 956-789-1376

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Tierra De Santa Cruz Lot #23

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

C V [signature]
Requesting Party (Signature)

8/24/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) PMT 4-109/8

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

08/25/2011
Date

[signature]
County Official

DEED OF TRUST

Date: August 2, 2011

Grantor: Cynthia Villareal
Grantor's Mailing Address (including county):
5900 N. 42nd St.
McAllen, Texas 78504
Hidalgo County, Texas

Trustee: Carroll Whiteford
Trustee's Mailing Address (including county):
P.O. Box 959
Edinburg, Texas 78540-0959
Hidalgo County, Texas

Beneficiary: Santa Cruz Properties, Ltd, a Texas Limited Partnership
Beneficiary's Mailing Address:

P.O. Box 959
Edinburg, Texas 78540-0959

Note:

Date: August 2, 2011
Amount: Thirty-Six Thousand Five Hundred and 0/100 Dollars ($36,500.00)
Maker: Cynthia Villareal
Payee: Santa Cruz Properties, Ltd, a Texas Limited Partnership

Property (including any improvements):

Lot(s) 23, Tierra de Santa Cruz Subdivision, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2223342

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 30, 20210, payable to the order of Texas National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 2147175;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Tierra de Santa Cruz Subdivision, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number2223342; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor and Beneficiary covenant and agree as follows:

1. Payment. Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary. Beneficiary may return any payment or partial payment if the payment or partial payments are insufficient to bring

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 2 day of August, 2011, by Cynthia Villareal .

NOTARY PUBLIC STATE OF TEXAS
Ana I Vandever
My Commission Expires
05/20/2015

Ana Vandever
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Santa Cruz Properties, Ltd
P.O. Box 959
Edinburg, Texas 78540-0959

ReMerge-It
Software by ReMerge-It, LLC
(956) 630-9401
www.ReMerge-It.com

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10918
Aug. 23, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

T4770-00-000-0023-00

[1] OWNER: VILLARREAL, CYNTHIA

5900 N. 42ND ST.
MCALLEN, TX. 78504
Telephone No. 789-1376

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,600 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
TIERRA DE SANTA CRUZ LOT 23

LOCATION: 0 2812 & BRUSHILINE

[8] SEWAGE: EXIST ✓

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $100,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV.
18" TOP OF CURB.

Prepared by — Date: 8-23-11

Approved by — Date: 8-22-11

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 P Pct: 4
Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10012 F-01

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of: Nov 080360

Name: RAUL ORTIZ

Address: 1410 ENCANTADO CR
MISSION TX. 78572

Phone: (956) 227-7553

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER - Elect only
Date Approved:	/ /	8/26/11

Water Supplier: N/A

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: 10032789495403775

[ ] Temporary Pole [/] Permanent Service

regarding the land described as: LOT 49 CALEDONIA SUBD. Est.

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 3-8-01);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Encantada flor O. Castillo);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by flor Castillo);

Alan O. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10012
X-01

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST: JOE ORTEGA

Name: RAUL ORTIZ

Address: 1410 ENCANTADO CR
MISSION TX 78572

Phone: (956) 227-7553

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

LOT 49 CALEDONIA SUB.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

R.O.T.R.
S.O. _____
Requesting ~~Party~~ (Signature)

8/26/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) PVT.

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/30/11
Date

Manuel Cantillo
County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: 09/23/10

Grantor: Caledonia Estates Subdivision Phase I
Grantor's Mailing Address;
301 N. Main Suite #6
McAllen, Texas 78501

Grantee: Jose E. Orozco, DBA A& D Homes
Grantee's Phone Number: (956) 225-3004 (cell) (956) 702-1899 (fax)
Grantee's Mailing Address (including county)
500 Justice
San Juan, TX 78589
Hidalgo County Texas.

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty Thousand Dollars and No Cents ($20,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The purchase Note is secured by vendor's lien retained in this deed and by a deed of trust of even date to Roxanna Salinas, Trustee.

Property (including any improvements):

Lot(s) 49, Caledonia Estates Subdivision Phase I, as shown by the map or plat thereof recorded in volume 53, Page 52, Map Records, Hidalgo County, Texas.

1st Lien Holder: Lone Star National Bank

Reservations from and Exceptions to Conveyance and Warranty.

1 Visible and apparent easements on or across the subject property;
2 Rights of parties in possession;
3 Easements, rights-of-way, and prescriptive rights, whether of record or not;
4 All recorded restrictions, covenants, conditions, oil and gas leases, mineral severance, and other instruments, other than liens and conveyances, that affect the property;
5 Rights of adjoining owners in any walls and fences situated on a common boundary;
6 Any encroachments or overlapping of improvements;
7 All rights, obligations, and other matter emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
8 Taxes fir the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

Caledonia Estates Subdivision Ph I

BY: _____
Ricardo R Salinas
President

(Acknowledgment)

State of Texas.
County of Hidalgo

This instrument was acknowledged before me on the 23rd day of September 2010, By Ricardo R. Salinas, President of Caledonia Estates Subdivision Phase I of behalf of said Texas Corporation.

_____
Notary Public, State of Texas 9/23/10

DAVID OMAR SALINAS
Notary Public, State of Texas
My Commission Expires
July 22, 2014

AFTER RECORDING RETURN TO:

Caledonia Estates Subdivision Phase I
301 N. Main Suite # 6
McAllen, Texas 78501

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10012
Oct. 7, 2010

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C0345-01-000-0049-00

[1] OWNER: OROZCO, JOSE E. DBA A&D HOME

500 JUSTICE LANE
SAN JUAN, TX 78589
Telephone No. 225-3004

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 1,960 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
CALEDONIAN EST. PH. 1 LOT 49

LOCATION: 0 C. CHAVEZ & CURRY

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $70,000

[11] SPECIAL FLOOD HAZARD AREA: ____ YES ____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 22' SIDES 6'
MINIMUM ELEVATION 18" ABOVE TOP OF ROAD

Prepared by — Date: 10-7-10

Approved by: Edgar Isidro — Date: 9-30-10

Signature of Owner or Applicant — Date: 10-7-10

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325D Pct: 4

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

	WATER SERVICE AVAILABILITY	
	APPLICANT	APPLICATION NO.
1.	Maria Aleman	4-10926
2.	Ian Chestnut	R112668
	COMM. COURT: September 6, 2011	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-109re
D-20

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Upon the application of:

Name: Maria Aleman

Address: 4020 S. Raul Longoria Rd
Edinburg, Tx. 78542

Phone: (956) 393-8180

Water Supplier: North Alamo

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Blk 1 Lot 10 John Closner Subdivision

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20___, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Raul E. Castillo

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-109210
P-20

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Maria Aleman ,

Known to me [*or* proved to me in the oath of _____ *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Blk No: 1 Lot No: 10 Subdivision: Isha Closner."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. ~~"The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."~~

Maria Aleman (Signature)

SUBSCRIBED AND SWORN TO before me on 25th, Aug, 2011, to certify which, witnesses my hand and seal of office.

Melida R. Alvarado
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MELIDA R. ALVARADO
MY COMMISSION EXPIRES
October 7, 2014

Recorded On-2006-Apr-25 As-1606976

1606976

WARRANTY DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO

That WE, JOSE L. ALEMAN
2810 E. NAVA
EDINBURG, HIDALGO CO. TEXAS 78539

SOCORRO ALEMAN
2715 E. NAVA
EDINBURG, HIDALGO CO. TEXAS 78539

MARIA H. VILLESCAS
3896 COMBS CT.
LAS VEGAS, NEVEDA 89104

FRANCISCA Y. GARZA
2611 E. TRENTON
EDINBURG, HIDALGO CO. TEXAS 78539 AND

PAULA GUZMAN
4020 S. RAUL LONGORIA
EDINBURG, HIDALGO CO. TEXAS 78539

Of the County of Hidalgo and State of Texas 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 grantees herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto MARIA DE LOS ANGELES ALEMAN of the County of Hidalgo and State of Texas all of the following described real property in Hidalgo County Texas, to-wit:

A tract of land containing 0.46 acres out of Lot 10, Block 1, John Closner Subdivision, Hidalgo County, Texas and being more particularly described as follows:

Recorded On 2006-Apr-25 As-1606976

BEGINNING at a point in the West line of Lot 10, said point being Souty 400.0 feet from the Northwest corner of Lot 10; THENCE, parallel to the North line of Lot 10, East a distance of 250.0 feet; THENCE, parallel To the West line of Lot 10, South a distance of 80.0 feet; THENCE, a parallel To the North line of Lot 10, West a distance of 250.0 feet to a point in the West line of Lot 10; THENCE, with and along the West line of Lot 10, North a distance of 80.0 feet to the corner of beginning, said tract containing 0.46 acres more or less.

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 grantees, their Heirs and assigns forever; and we do hereby bind ourselves, out heirs, executors and Administrators to WARRANT AND FOREVER DEFEND all and singular the said Premises unto the said grantees, their heirs and assigns, against every peron whomsoever Lawfully claiming or to the claim the same or any part thereof.

EXECUTED this 1st day of March, 2006

Jose L. Aleman

Socorro Aleman

Francisca Y. Garza

Paula Guzman

Recorded On 2006-Apr-25 As-1606976

EXECUTED this 30 day of March, 2006

X Maria H Villescas
Maria H. Villescas

THE STATE OF NEVADA

COUNT OF CLARK

Before me, the undersigned authority, on this day personally appeared

MARIA H. VILLESCAS, known to me to be that person whose name is subscribed to The foregoing instrument, and acknowledged to me that she executed the same for The purpose and consideration therein expressed.

Given under my hand and seal of office on this 30TH day of MARCH, 2006.

ALLISON BOYLE
Notary Public, State of Nevada
Appointment No. 04-88551-1
My Appt. Expires May 7, 2008

Allison Boyle
Notary Public in and for the

STATE OF NEVEDA

Recorded On:2006-Apr-25 As-1606976

THE STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared Jose L. Aleman, Socorro Aleman, Francisca Y. Garza, and Paula Guzman known to me to be The persons whose names are subscribed to the foregoing instrument, and acknowledged To me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 1st day of March, 2006.

Lilia Galvan

LILIA GALVAN
Notary Public, State of Texas
My Commission Expires
11-18-2007

Notary Public in and for the
STATE OF TEXAS

Commission expires: 11-18-07

RED:km 39864

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76. To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

VOL. 1716 PAGE 240

10030

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:

That WE, JOSE GARCIA BUSTILLOS and wife FELICITAS ALEMAN GARCIA

of the County of Hidalgo and State of Texas 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 grantees herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

FRANCISCO ALEMAN MUNOZ and wife, MARIA DE LOS ANGELES ALEMAN

of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

A tract of land containing 0.46 acres out of Lot 10, Block 1, John Closner Subdivision, Hidalgo County, Texas and being more particularly described as follows:

BEGINNING at a point in the West line of Lot 10, said point being South 400.0 feet from the Northwest corner of Lot 10; THENCE, parallel to the North line of Lot 10, East a distance of 250.0 feet; THENCE, parallel to the West line of Lot 10, South a distance of 80.0 feet; THENCE, parallel to the North line of Lot 10, West a distance of 250.0 feet to a point in the West line of Lot 10; THENCE, with and along the West line of Lot 10, North a distance of 80.0 feet to the corner of beginning, said tract containing 0.46 acres more or less.

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 grantees, their heirs 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 grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 30th day of March, A.D. 19 81.

Jose Garcia Bustillos

Felicitas Aleman Garcia

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared JOSE GARCIA BUSTILLOS and wife, FELICITAS ALEMAN GARCIA

known to me to be the person S..... whose names.....are... subscribed to the foregoing instrument, and acknowledged to me that.....he..Y.... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 30th day of March, A.D. 19 81.

Ina M. Ballard

Notary Public in and for Hidalgo County, Texas.

My commission expires January 31, 19 85.

INA M. BALLARD

(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.

My commission expires....., 19.....

(Printed or stamped name of notary)

10639

WARRANTY DEED

JOSE GARCIA BUSTILLOS, and wife
FELICITAS ALEMAN GARCIA

TO

FRANCISCO ALEMAN MUÑOZ, and wife
MARIA DE LOS ANGELES ALEMAN

Rts 2d 40Y Edbs TX

FILED FOR RECORD
1981 MAR 30 AM 10 43
SANTOS SALDANA
COUNTY CLERK
HIDALGO COUNTY, TEXAS

PREPARED IN THE LAW OFFICE OF:
KELLEY, LOONEY, ALEXANDER & SAWYER
P. O. Box 237
Edinburg, Texas 78539

PLEASE RETURN TO:
KELLEY, LOONEY, ALEXANDER & SAWYER
P. O. Box 237
Edinburg, Texas 78539

(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.

My commission expires ....., 19.....

(Printed or stamped name of notary)

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10926
Aug. 25, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

J5700-00-001-0010-75

[1] OWNER: ALEMAN MARIA
PAULA GUZMAN
4020 J RAUL LONGORIA
EDINBURG, TX 78542
Telephone No. 383-6997

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
20- MOBILE HOMES

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[6] USE OF BUILDING: RES. MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
JOHN CLOSNER S 80' OF LOT 31 R
OF LOT 10 BLK 1 0.39 AC NET

LOCATION: 0 WISCONSIN & RAUL LONGORIA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $30,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____/NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:50' BACK:15' SIDE:6' SIDE:6'
18" ABOVE NATURAL GROUND FLOODZONE:B

Prepared by — Date: 8/25/11

EFRAIN CEBALLOS — Date: 8/25/11
Approved by

Signature of Owner or Applicant — Date: 8-25-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0425C Pct: 4

Community No.: 480334

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 (2) 3 (4)

Application No: R112668

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Ian Chestnut

Address: 1326 W. Sioux Rd
Alamo, Tx 78516

Phone: (956) 569-7479

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	/ /	8/30/11

Water Supplier: N.A.W.S.C.

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.: n/a

[ ] Temporary Pole [ ] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Alamo Land & Sugar Co.
Lot # 15 Block # 44 ,

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Efrain Ceballos

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: R112668

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Ian Chestnut ,

Known to me [*or* proved to me in the oath of _____ *or* through Texas Drivers Lic. (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Lot 4 & 5 Alamo Land & Sugar Co. Block 44

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

~~3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."~~

-OR-

~~3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."~~

Ian A. Chestnut (Signature)

SUBSCRIBED AND SWORN TO before me on 30, August, 20 11, to certify which, witnesses my hand and seal of office.

Ramona A. Mancha
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

RAMONA A. MANCHA
MY COMMISSION EXPIRES
June 1, 2013

Recorded On-2008-Feb-27 As-1860943

1860943

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DISTRIBUTION DEED

WHEREAS, **VERNON LEE CHESTNUT** (hereinafter referred to as the "Decedent"), a resident of Alamo, Hidalgo County, Texas, died on May 27, 2007, leaving a Will, which Will was admitted to probate as the Last Will and Testament of the Decedent (hereinafter referred to as the "Will") in the Probate Court of Hidalgo County, Texas, on August 21, 2007, under Cause Number P-32,398; and

WHEREAS, **KENNETH A. CHESTNUT,** was duly appointed Independent Executor of the Estate of **VERNON LEE CHESTNUT**, Deceased (hereinafter referred to as the "Decedent's Estate") on August 21, 2007; and

WHEREAS, after taking the oath required by law and otherwise qualifying according to law, Letters Testamentary were issued to **KENNETH A. CHESTNUT,** as Independent Executor of the Decedent's Estate; and

WHEREAS, pursuant to Article II of the Will provides in pertinent part that all of the Decedent's real estate is given to **KENNETH A. CHESTNUT**; and

WHEREAS, **KENNETH A. CHESTNUT**, as Independent Executor of the Decedent's Estate, desires to evidence of record the transfer of any and all of the Decedent's interest in and to the following described real property;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **KENNETH A. CHESTNUT**, acting solely in his capacity as Independent Executor of the Decedent's Estate (hereinafter referred to in such capacity as the "Grantor"), for and in consideration of the premises and in partial satisfaction of the gifts made pursuant to the Will, has **GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY**

unto KENNETH A. CHESTNUT, (hereinafter referred to as the "Grantee") all of the Decedent's interest in any real property wherever located, including the following described real property:

(See attached Exhibit "A" for legal description)

said interest in and to all such real property and improvements thereon being hereinafter referred to as the "Subject Property".

This deed and conveyance is made subject to all validly exiting restrictions, covenants, conditions, rights-of-way, easements, mineral reservations, and royalty reservations of record, if any, affecting the Subject Property.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, his heirs, successors and assigns, forever; and Grantor does hereby bind himself, his successors and assigns, to warrant and forever defend, all and singular, the Subject Property unto the Grantee and his respective heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the matters set forth herein.

Grantor executes this deed solely in his fiduciary capacity as Independent Executor of the Decedent's Estate, and in no other capacity whatsoever.

EXECUTED this the 27 day of February, 2008.

Kenneth A. Chestnut

KENNETH A. CHESTNUT, as Independent Executor under the Last Will and Testament of **VERNON LEE CHESTNUT,** Deceased

#25048:RGJ:os
H:\RGJ\Proate\Chestnut 25048\Dist. Deed

Recorded On-2008-Feb-27 As-1860943

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this date personally appeared **Kenneth A. Chestnut**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Independent Executor for the Estate of **Vernon Lee Chestnut**, Deceased on behalf of said estate in the capacity stated.

GIVEN UNDER MY HAND and seal of office this 27th day of Feb., 2008.

Olga Salinas
Notary Public, State of Texas

OLGA SALINAS
Notary Public, State of Texas
My Commission Expires
June 21, 2009

PREPARED IN THE LAW OFFICE OF:

REBECCA GAY JONES
JONES, GALLIGAN , KEY & LOZANO, L.L.P.
ATTORNEYS AT LAW
P.O. DRAWER 1247
WESLACO, TEXAS 78599-1247

#25048:RGJ:os
H:\RGJ\Proate\Chestnut 25048\Dist. Deed

EXHIBIT "A"

Tract I:

An undivided one-half interest in a tract of land containing 1.55 acres out of Lot 15, Block 44, Alamo Land & Sugar Company's Subdivision of lands in Hidalgo County, Texas, according to the map recorded in Volume 1, Page 24 of the Map Records of Hidalgo County, Texas, more particularly described by metes and bounds as follows, to-wit:
Beginning at the Southwest corner of Lot 15, Block 44, thence West 451.29 feet to a point in the mid line of Sioux Road;
Thence, North 208.71 feet to a pin set for the Northwest corner hereof;
Thence, West 323.51 feet to a pin set for the Northeast corner hereof;
Thence, South 208.71 feet to a point in the mid line of Sioux Road for the Southeast corner hereof;
Thence, East 323.51 feet along the mid line of Sioux Road to the Place of Beginning for a closure set tract containing 1.55 acres, more or less.

Tract II:

A 0.01411080 Royalty interest in all of Tract No. 323, out of Share No. 193, containing 178.52 acres, out of what is called the Los Ejidos de Reynosa Viejo Grant, according to the final decree of partition in Cause No. 5000 in the District Court of Hidalgo County, Texas, which Decree is recorded in Volume 408, Page 8 of the Deed Records of Hidalgo County, Texas, reference to which is here made for more particular description.

Recorded On-2011-Mar-24 As-2191579

2183489

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DISTRIBUTION DEED

WHEREAS, **KENNETH A. CHESTNUT** (hereinafter referred to as the "Decedent"), a resident of Hidalgo County, Texas, died on September 12, 2010, leaving a Will, which Will was admitted to probate as the Last Will and Testament of the Decedent (hereinafter referred to as the "Will") in the Probate Court of Hidalgo County, Texas, on December 7, 2010, under Cause Number P-34,243; and

WHEREAS, **CHRIS EDWARD CHESTNUT**, was duly appointed Independent Executor of the Estate of **KENNETH A. CHESTNUT**, Deceased (hereinafter referred to as the "Decedent's Estate") on December 7, 2010; and

WHEREAS, after taking the oath required by law and otherwise qualifying according to law, Letters Testamentary were issued to **CHRIS EDWARD CHESTNUT,** as Independent Executor of the Decedent's Estate; and

WHEREAS, pursuant to Article III, of the Will provides in pertinent part that the Decedent's real estate is given to **RUTH AGUIRRE LOPEZ CHESTNUT, IAN ADAIR CHESTNUT, CHRIS EDWARD CHESTNUT** and **LILLY ELIZABETH CHESTNUT**; and

WHEREAS, **CHRIS EDWARD CHESTNUT**, as Independent Executor of the Decedent's Estate, desires to evidence of record the transfer of any and all of the Decedent's interest in and to the following described real property described on Exhibit "A" attached hereto;

Recorded On-2011-Mar-24 As-2191579

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **CHRIS EDWARD CHESTNUT**, acting solely in his capacity as Independent Executor of the Decedent's Estate (hereinafter referred to in such capacity as the "Grantor"), for and in consideration of the premises and in partial satisfaction of the gifts made pursuant to the Will, has **GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto RUTH AGUIRRE LOPEZ CHESTNUT, IAN ADAIR CHESTNUT, CHRIS EDWARD CHESTNUT** and **LILLY ELIZABETH CHESTNUT,** (hereinafter referred to as the "Grantees") all of the Decedent's interest in any real property wherever located, including the following described real property:

(See attached Exhibit "A" for legal description)

said interest in and to all such real property and improvements thereon being hereinafter referred to as the "Subject Property".

This deed and conveyance is made subject to all validly exiting restrictions, covenants, conditions, rights-of-way, easements, mineral reservations, and royalty reservations of record, if any, affecting the Subject Property.

TO HAVE AND TO HOLD the Subject Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantees, their heirs, successors and assigns, forever; and Grantor does hereby bind himself, his successors and assigns, to warrant and forever defend, all and singular, the Subject Property unto the Grantees and their respective heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the matters set forth herein.

Grantor executes this deed solely in his fiduciary capacity as Independent Executor of the Decedent's Estate, and in no other capacity whatsoever.

Recorded On:2011-Mar-24 As:2191579

EXECUTED this the 4th day of February, 2011. (OS)

CHRIS EDWARD CHESTNUT, as Independent Executor under the Last Will and Testament of KENNETH A. CHESTNUT, Deceased

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this date personally appeared **Chris Edward Chestnut**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Independent Executor for the Estate of **Kenneth A. Chestnut**, Deceased on behalf of said estate in the capacity stated.

GIVEN UNDER MY HAND and seal of office this 24th day of Feb., 2011. (OS)

OLGA SALINAS
Notary Public, State of Texas
My Commission Expires
June 21, 2013

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:

REBECCA GAY JONES
JONES, GALLIGAN , KEY & LOZANO, L.L.P.
ATTORNEYS AT LAW
P.O. DRAWER 1247
WESLACO, TEXAS 78599-1247

#28697 RGJ.os
H:\RGJ\Probate\Chestnut 28697\Dist. Deed

Recorded On 2011-Mar-24 As 2191579

EXHIBIT "A"

TRACT I:

A tract of land containing 1.55 acres out of Lot 15, Block 44, Alamo Land & Sugar Company's Subdivision of lands in Hidalgo County, Texas, according to the map recorded in Volume 1, Page 24 of the Map Records of Hidalgo County, Texas, more particularly described by metes and bounds as follows, to-wit:
Beginning at the Southwest corner of Lot 15, Block 44, thence East 451.29 feet to a point in the mid line of Sioux Road;
Thence, North 208.71 feet to a pin set for the Northwest corner hereof;
Thence, East 323.51 feet to a pin set for the Northeast corner hereof;
Thence, South 208.71 feet to a point in the mid line of Sioux Road for the Southeast corner hereof;
Thence, West 323.51 feet along the mid line of Sioux Road to the Place of Beginning for a closure set tract containing 1.55 acres, more or less.

TRACT II:

A 0.02822160 Royalty interest in all of Tract No. 323, out of Share No. 193, containing 178.52 acres, out of what is called the Los Ejidos de Reynosa Viejo Grant, according to the final decree of partition in Cause No. 5000 in the District Court of Hidalgo County, Texas, which Decree is recorded in Volume 408, Page 8 of the Deed Records of Hidalgo County, Texas.

ST.vo

NOTICE Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76. *To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.*

37020

WARRANTY DEED

VOL 1805 PAGE 849

THE STATE OF TEXAS
COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:

That I, NEAL Q. CHESTNUT,

of the County of San Bernardino, and State of California 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 grantees herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto KENNETH ADAIR CHESTNUT and VERNON LEE CHESTNUT, share and share alike, Route 1, Box 8 Alamo, Texas 78516,
of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

All of my undivided interest in and to the West 30 acres of Lot Fifteen (15) Block Forty-four (44), Alamo Land and Sugar Company's Subdivision of lands in Hidalgo County, Texas, as per map or plat thereof on file in the office of the County Clerk of Hidalgo County, Texas; TOGETHER WITH all improvements thereon;

All of my undivided interest in and to all of the assets, real, personal and mixed, of Los Ejidos Land & Irrigation Company, a partnership, including canal rights-of-way, pumping plants, lands and easements on lands in Hidalgo County, Texas, including but not limited to those certain deeds and easements recorded in Vol.777, pages 479-483; Vol. 503, pp.256-8; Vol. 759, pp. 463-4; and Vol. 759, pp. 461-2. on lands

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, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 19th day of October, A.D. 1982.

Neal Q. Chestnut

VOL 1805 PAGE 850

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Hidalgo }

Before me, the undersigned authority, on this day personally appeared

NEAL Q. CHESTNUT,

known to me to be the person..... whose name.....is..... subscribed to the foregoing instrument, and acknowledged to me that.....he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 19th day of October, A.D. 19 82.

Scott Toothaker
Notary Public in and for Hidalgo County, Texas.

My commission expires 4/30/85, 19.....

SCOTT TOOTHAKER
(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.

My commission expires....., 19.....

(Printed or stamped name of notary)

37020

WARRANTY DEED

NEAL Q. CHESTNUT

TO

KENNETH ADAIR CHESTNUT and VERNON LEE CHESTNUT

FILED FOR RECORD
1982 OCT 19 PM 4:18
SANTOS SALDANA
COUNTY CLERK
HIDALGO COUNTY, TEXAS

PREPARED IN THE LAW OFFICE OF:
Ewers & Toothaker
P. O. Box 3570
McAllen, Texas 78501

PLEASE RETURN TO:

S.T.

(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

of

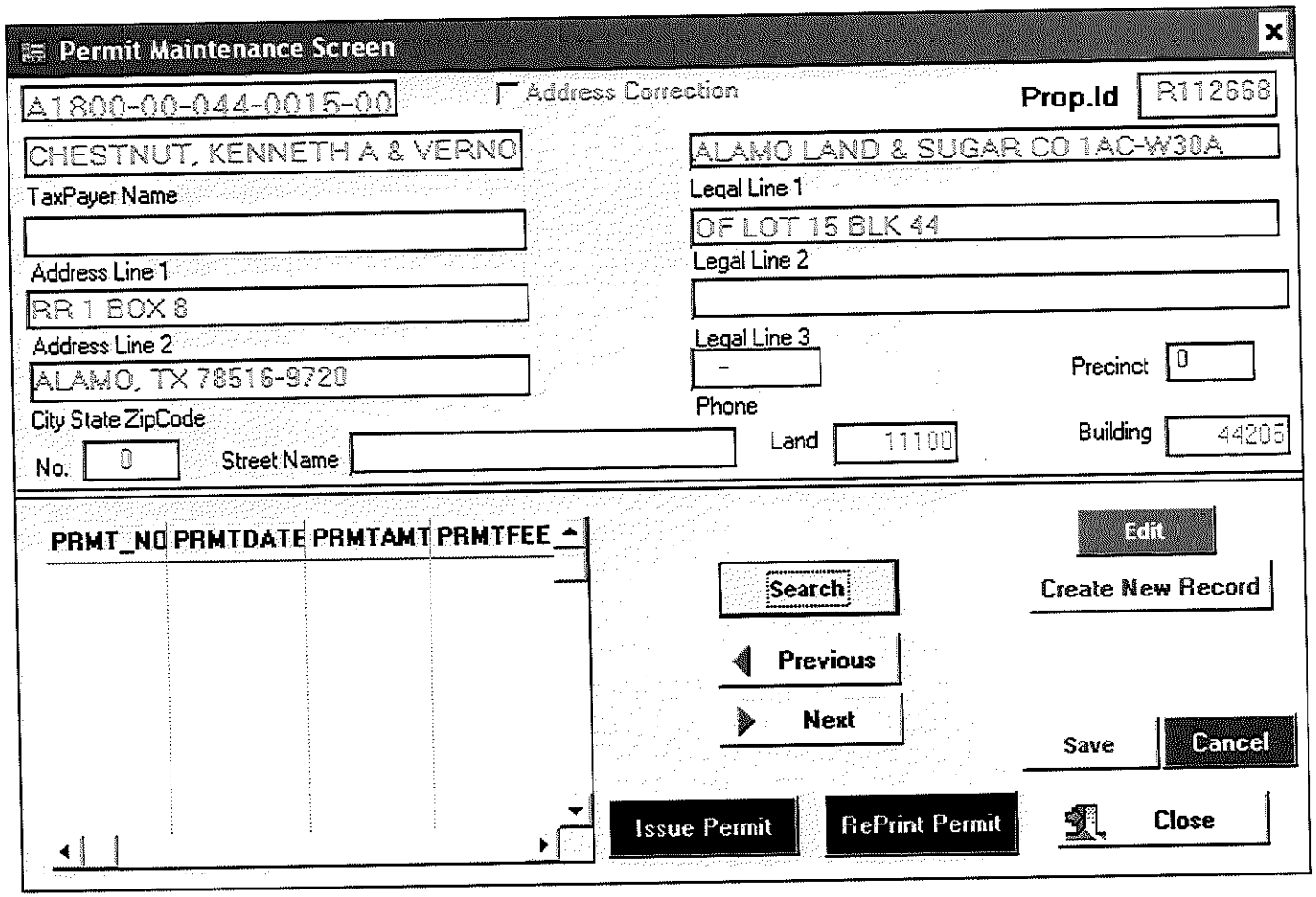
a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.

My commission expires ....., 19.....

(Printed or stamped name of notary)


Permit Maintenance Screen
A1800-00-044-0015-00
Address Correction
Prop.Id
R112668
CHESTNUT, KENNETH A & VERNO
TaxPayer Name
ALAMO LAND & SUGAR CO 1AC-W30A
Legal Line 1
OF LOT 15 BLK 44
Legal Line 2
Address Line 1
RR 1 BOX 8
Address Line 2
ALAMO, TX 78516-9720
City State ZipCode
Legal Line 3
-
Phone
Precinct
0
No.
0
Street Name
Land
11100
Building
44205
PRMT_NO
PRMTDATE
PRMTAMT
PRMTFEE
Edit
Search
Create New Record
Previous
Next
Save
Cancel
Issue Permit
RePrint Permit
Close

AI-28339 **5. A.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

1. The North Alamo Water Supply Corporation:
a. Country View Sub L62 (Trenton SS/E 1426)- Bore- Ovidio Hinojosa - 3/4" service connection
b. Weather Heights L2 (Mile 4W WS/S Mile 10N)- Bore- NAWSC- 3/4" service connection

BACKGROUND

Attachments

NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 08:01 AM
Olga Garza	Olga Garza	08/31/2011 01:14 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:15 PM

Form Started By: Rebecca Gomez Started On: 08/30/2011 03:57 PM

Final Approval Date: 09/01/2011

REVISED JANUARY 2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 6th day of September, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Country View Sub L62 (Trenton SS/E 1426)- Bore- Ovidio Hinojosa – ¾" service connection
- 2. Weather Heights L2 (Mile 4W WS/S Mile 10N)- Bore- NAWSC- ¾" service connection

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-28278 **6. A.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

BUDGET & MGMT.:
Authorization to deactivate wireless device service through the County's membership/paticipation with CONTRACT: DIR-SDD-604 with awarded vendor VERIZON WIRELESS for the following:

Department:	Description:	User:	Employee #:	Cell Phone #:
Budget	Deactivate Cell Phone	Adolfo Trevino	125113	956-587-1571

BACKGROUND

Attachments

Request Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/25/2011 10:10 AM
Olga Garza	Olga Garza	08/29/2011 02:04 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:16 PM

Form Started By: Griselda Salazar Started On: 08/25/2011 09:33 AM

Final Approval Date: 09/01/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Adolfo A. Treviño Employee ID# 125113 Signature: [signature]

Department: Workers' Comp. Dept#: 115-065

Quantity: 1 587-1571

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

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

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

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

[signature] Sergio Cruz 8/16/11

Signature Print Name Date

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

[signature] Valde Guerra 8/17/11

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate cell phone # 956-587-1571

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

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

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

Revised: 03/09/2011

AI-28289 **7. A.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Martha L. Salazar Submitted By: Dagoberto Rios, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Daniel Flores, Building Maintenance Manager, Facilities Department is requesting approval for the removal of Asset number 13595, Pitney Bowes Mail Processor with work shelf, serial number 6526 from the Hidalgo County Inventory List.

BACKGROUND

Attachments

Affidavit

BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 01:34 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:08 PM
Olga Garza	Olga Garza	08/31/2011 04:11 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:18 PM

Form Started By: Dagoberto Rios Started On: 08/25/2011 04:14 PM

Final Approval Date: 09/01/2011

AFFIDAVIT

State Of Texas

County of Hidalgo

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Daniel Flores, who after being duly sworn, deposes and says:

My name is Daniel Flores and I am Buildings Maintenance Manager at the Hidalgo County Facilities Department. It is my intent to attest that item with asset number 13595, Pitney Bowes W/Work Shelf with Serial Number 6526 is no longer in the possession of the Hidalgo County Facilities Department. The Facilities Department and the Fixed Assets Division Surplus Specialist concur that this item was transferred to Surplus and sold at auction. Due to the lapse of time and transitions of county department staff back-up information is not available, therefore I am formally requesting that the aforementioned item be removed from the Hidalgo County inventory list. All efforts where exhausted through the Hidalgo County Purchasing Department-Fixed Assets Division as well as our Department's Inventory Control Specialist to locate the items.

DATED this the 24th day of August, 2011

Signature of Affiant

SWORN to subscribed before me, this 24th day August, 2011

Sonya I Lopez
Notary Public, State of Texas
My Commission Expires:
June 2, 2015

NOTARY PUBLIC

My Commission Expires:

June 2, 2015

HIDALGO COUNTY, TEXAS

input info

PURCHASING DEPARTMENT - FIXED ASSETS DIVISION

DEPRECIATION FORM

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Year
13595	PITNEY BOWES W/WORK SHELF 4 DOORS	1139.99	1/9/84	1984	2011

Prepared By: Dago Rios

Requested By: Martha L. Salazar, CPPB

8/26/2011

Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
7	27	$114.00	$1,025.99	$146.57	$3,957.39	$0.00

AI-28337 **7. B.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Dagoberto Rios, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Yolanda Chapa, Chief Administrator, Hidalgo County Judge's Office is formally requesting approval to remove the following fixed asset from the Hidalgo County Inventory List:

Asset No.	Description	Serial No.
48276	Dell Latitude Laptop Computer	5FKT881

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Supporting documentation reflects no value.

Attachments

Affidavit

Depreciation Report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 02:32 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:42 PM
Roland Garcia	Rolando Garcia	08/31/2011 03:43 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:13 PM

Form Started By: Dagoberto Rios Started On: 08/30/2011 03:04 PM

Final Approval Date: 09/01/2011

AFFIDAVIT

State Of Texas

County of Hidalgo

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Yolanda Chapa, who after being duly sworn, deposes and says:

My name is Yolanda Chapa and I am Chief Administrator at the Hidalgo County Judge's Office. It is my intent to attest that item with asset number 48276, Dell Latitude Laptop, Serial Number 5FKT881 is no longer in the possession of the Hidalgo County Judge's Office. All efforts where exhausted through the Hidalgo County Purchasing Department staff, the Hidalgo County Fixed Assets Division as well as the Information Technology Department to locate the items. Due to the lapse of time and transitions of county department staff back-up information is not available, therefore formally requesting that the aforementioned item be removed from the Hidalgo County inventory list.

DATED this the 30 day of August, 2011

Yolanda Chapa
Signature of Affiant

SWORN to subscribed before me, this 30 day August, 2011

TERESITA D GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-28-2012

Teresita D Garcia
NOTARY PUBLIC

My Commission Expires:
8/28/2012

HIDALGO COUNTY, TEXAS

input info

PURCHASING DEPARTMENT - FIXED ASSETS DIVISION

DEPRECIATION FORM

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date
48276	DELL LATITUDE LAPTOP	2551.74	9/13/05	2005	2011

Prepared By: Dago Rios

Requested By: Martha L. Salazar, CPPB

8/30/2011

Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
6	6	$255.17	$2,296.57	$382.76	$2,296.57	$0.00

AI-28355 **7. C.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of payment for Invoice No. 11067 in the amount of $15,854.63 (3rd Call, various subdivisions) as submitted by project engineer, Javier Hinojosa Engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-XXX-X-334

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

BUDGETARY IMPACT:

Available funds in P.O. #613347 as of 8/31/11.

1-1312-431-00-123-780-1-334: Available funds are $3,586.35
1-1312-431-00-123-536-0-334: Available funds are $22,177.54
1-1312-431-00-123-421-0-334: Available funds are $11,499.15
1-1312-431-00-123-397-0-334: Available funds are $6,319.02
1-1312-431-00-123-234-0-334: Available funds are $1,549.70
1-1312-431-00-123-141-0-334: Available funds are $9,511.20
1-1312-431-00-123-079-0-334: Available funds are $4,369.10
1-1312-431-00-123-055-0-334: Available funds are $2,576.42

Attachments

Invoice No.11067 Rnd III Javier Hinojosa Engineering

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	08/31/2011 11:47 AM
Purchasing Department	Marty Salazar	08/31/2011 02:42 PM
Budget & Management	Merlen P. Munoz	08/31/2011 03:02 PM
Perla Lopez	Perla Lopez	08/31/2011 03:33 PM
Auditor's Office	Arcilia Duran	09/02/2011 04:19 PM

Form Started By: Marcie Jackson Started On: 08/31/2011 10:59 AM

Final Approval Date: 09/02/2011

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 11067

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: August 23, 2011 Project Name: Border Colonia Access Program **Round III Colonias**

Description

P.O. #613347

Request For Payment No. 5- Round III Colonias

Engineering services rendered towards completion of the Design Phase and Construction Phase for the Round III Colonias related to the Border Colonia Access Program:

See Attached Schedule

REQ.# 144027 P.O.# 613347
1-1312-431-00-123-XXX-X-334→$15,854.63
BCAP RND III PROJECTS

INVOICE RECEIVED BY: Victoria Sachon ON 8/26/11
GOODS/SERVICES RECEIVED BY: Teresa Salinas ON 8/26/11

Contract Amount:	**$311,597.20**
Amount To Date	**$265,863.35**
Amount Paid To Date	**$250,008.72**
Amount Due This Invoice:	**$15,854.63**

Office Use Only

We Appreciate Your Business.

Hidalgo County Precinct No.3
Border Colonia Access Program Round III
Javier Hinojosa Engineering
Schedule of Work to Date
Payment Request No. 5

Invoice No. 11067
Work Authorization Number 1
Schedule of Values

August 23, 2011

CSJ	Description	Total Fee	Preliminary Engineering & Design Phase II 40%	Preliminary Engineering & Design Phase II 40%	Construction Phase 20%	Total This Invoice	Previous Payments	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
C31080055	Ariel Hinojosa Subdivision	$ 12,882.10	$ 5,152.84	$ 5,152.84	$ 2,576.42	$ 12,882.10	$ 10,305.68	$ 2,576.42	100.00%	$ -
C31080079	Basham #14 Subdivision	$ 21,845.48	$ 8,738.19	$ 8,738.19	$ 4,369.10	$ 21,845.48	$ 17,476.38	$ 4,369.10	100.00%	$ -
C31080082	Basham #18 Subdivision	$ 14,773.31	$ 5,909.33	$ 5,909.32	$ 2,954.66	$ 14,773.31	$ 14,773.31	$ -	100.00%	$ -
C31080234	Dude Hill #1 Subdivision	$ 7,748.48	$ 3,099.39	$ 3,099.39	$ -	$ 6,198.78	$ 6,198.78	$ -	80.00%	$ 1,549.70
C31080324	Hilda Subdivision #2 .	$ 16,083.32	$ 6,433.33	$ 6,433.33	$ 3,216.66	$ 16,083.32	$ 16,083.32	$ -	100.00%	$ -
C31080397	La Suena Subdivision	$ 31,595.12	$ 12,638.05	$ 12,638.05	$ 3,159.51	$ 28,435.61	$ 25,276.10	$ 3,159.51	90.00%	$ 3,159.51
C31080536	Palm Lake Estates #1 Subdivision	$ 79,205.50	$ 28,513.98	$ 28,513.98	$ -	$ 57,027.96	$ 57,027.96	$ -	72.00%	$ 22,177.54
C31080470	Monica Acres Subdivision	$ 9,603.80	$ 3,841.52	$ 3,841.52	$ 1,920.76	$ 9,603.80	$ 9,603.80	$ -	100.00%	$ -
C31080780	Vereda Tropical Subdivision	$ 12,808.35	$ 4,611.01	$ 4,611.01	$ -	$ 9,222.02	$ 9,222.00	$ 0.02	72.00%	$ 3,586.33
C31080421	Loma Linda Heights Subdivision	$ 57,495.76	$ 22,998.30	$ 22,998.31	$ 5,749.58	$ 51,746.20	$ 45,996.61	$ 5,749.59	90.00%	$ 5,749.56
C31080141	Casa De Los Vecinos Subdivision	$ 47,555.98	$ 19,022.39	$ 19,022.39	$ -	$ 38,044.78	$ 38,044.78	$ -	80.00%	$ 9,511.20
		$ 311,597.20	$ 120,958.33	$ 120,958.33	$ 23,946.69	$ 265,863.36	$ 250,008.72	$ 15,854.64		$ 45,733.84

Project Engineer

Name (print) Javier Hinojosa, P.E.

Signature _____

Date August 23, 2011

Colonia Access Program Director _____

Date _____

AI-28321 **7. D.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to advertise and approval of procurement packet (i.e. legal notice, requirements, scope of services, etc.) as attached hereto for: "Lease of Land West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City" for use as a citizens collection site/station through RFB No.: 2011-227-MEG including re-advertising project if no bids received and precinct desires to do so.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-441

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

BUDGETARY IMPACT:

Lease will commence FY 2012 - funding will be in place once contract is approved and executed.

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-540

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

BUDGETARY IMPACT:

Available funds as of 8/31/11 are $154.85.

Attachments

Draft Specifications/Requirements

Legal Notice

Draft Lease

Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 01:44 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:13 PM
Perla Lopez	Perla Lopez	08/31/2011 03:09 PM
Auditor's Office	Arcilia Duran	09/02/2011 03:03 PM

Form Started By: Elena Gomez Started On: 08/30/2011 08:38 AM

Final Approval Date: 09/02/2011

PROJECT OVERVIEW:

The County of Hidalgo is seeking to lease a minimum of 5 Acres of real property for the purpose of establishing a citizens recovery (collection) station, but not limited to the following:

REQUIREMENTS:

- Property must be located in the premises of West of FM 886 in the vicinity of Cuevitas, Los Ebanos, Texas or Sullivan City, Texas.
- Lease must be on a five year basis
- Lease must be on a monthly basis.
- Must submit copy of property insurance if applicable;
- Must provide legal description of the property along with you packet.

GENERAL TERMS AND CONDITIONS:

1. The term of the contract will be for five (5) years with County's option to renew for one (1) additional year under the same terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to add or delete acreage during the term of the contract.

6. Hidalgo County at it's sole discretion may terminate agreement lease prior to the expiration of the initial five-year term or any subsequence renewal by issuing a ninety (90) day written notice of cancellation.

Additional Information:

All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

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 INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, DATE MONTH DAY, 2011 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL

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BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. DATE MONTH DAY, 2011.

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REQUEST FOR BIDS

HIDALGO COUNTY PCT 3

"Lease of Land (App 5 Acres) West of FM 886
Vicinity of Cuevitas- Los Ebanos or Sullivan City"

Bid No.: 2011-227-00-00-MEG

BID OPENING DATE:

_____, 2011

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 Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY PCT #3–"Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City"** 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-2011-227-00-00-MEG HIDALGO COUNTY PCT #3 –"Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City"**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. ,day, month, date, 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-2011-227-00-00-MEG HIDALGO COUNTY PCT #3–"Lease of Land (Approximately 301.06 Acres) within Pct 4 for the Purpose of Farming".**

   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 PCT #3–"Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Norma Ceballos, Precinct No. 3
724 N. Breyfogle Rd.
Mission, Texas 78574
Office 956-585-4509
Fax 956-205-7009

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**_____, 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 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 PCT #3
"Lease of Land (App 5 Acres) West of FM 886 Vicinity of Cuevitas-Los Ebanos or Sullivan City"
BID NO.:2011-227-00-00-MEG

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: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-11-227-00-00

THIS LEASE is made and entered into by and between_____**,** a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease and in accordance with specification on the Request for Bid (RFB), a copy of such as Request for Bid (RFB) Procurement Packet attached hereto as Exhibits "A" (the "RFB"), and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "B", (Bid Page), attached hereto.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on December 7, 2011 ("Commencement Date") and ending on December 6, 2016 ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

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1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 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 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

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

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Lessor's Warranty of Quiet Enjoyment

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

ARTICLE 2. RENT

Base Rent

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

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____ or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

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Taxes

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

ARTICLE 3. USE OF PREMISES

Permitted Use

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

Waste, Nuisance, or Illegal Use

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

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the

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

ARTICLE 7. SIGNS

Signs

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

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

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ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

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

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFV, such evidence of insurance is attached hereto as “Exhibit C.”

Remedy for Failure to Provide Insurance

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

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

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

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

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (3) working days from the date of the occurrence of the damage, this Lease shall not terminate, but

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Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease ter, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

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

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

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

Condemnation Award

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

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to

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do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

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

Waiver of Breach

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

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

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

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of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

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

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

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

Lessor:

Lessee:
County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

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

Parties Bound

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

Texas Law to Apply

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

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Legal Construction

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

Prior Agreements Superseded

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

Amendment

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

Rights and Remedies Cumulative

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

Attorneys' Fees and Costs

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

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Force Majeure

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

Real Estate Commission and Finder's Fees

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

Estoppel Information

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

Commitment of Current Revenues Only.

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14.12 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 ninety (90) 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

Time of Essence

14.13 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2011.

HIDALGO COUNTY **LESSOR:**

_____ _____

Ramon Garcia, County Judge

APPROVED AS TO FORM: **ATTEST:**
Atlas & Hall, L.L.P.

By: _____ _____
Stephen L. Crain Arturo Guajardo Jr., County Clerk

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From: Rocio Villarreal [rocio.villarreal@co.hidalgo.tx.us]

Sent: Thursday, August 25, 2011 4:54 PM

To: 'Elena Gomez'

Subject: FW: 2011-227-Lease of Land (app 5 acres) Pct 3

Attachments: C-11-227-00-00-Citizen Collection Station for Pct 3-Draft Agreement.docx

Draft agreement has been approved as to form by legal.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 25, 2011 4:23 PM
To: elena.gomez@co.hidalgo.tx.us; 'Rocio Villarreal'; darlene.betancourt@co.hidalgo.tx.us
Subject: FW: 2011-227-Lease of Land (app 5 acres) Pct 3

Hoopppie! Good for you all.

Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, August 25, 2011 3:14 PM
To: 'Martha Salazar'
Subject: RE: 2011-227-Lease of Land (app 5 acres) Pct 3

The draft lease is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 25, 2011 2:53 PM
To: 'Steve Crain'

AI-28300 **7. E.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Martha L. Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirements agreement etc.) as attached hereto for: Hidalgo County (All Funding Sources, Programs and Entities)-CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"- RFB No.: 2011-225-09-28-SGS including the re-advertising of project if no bids received and department requests it.

BACKGROUND

1. Current contract will expire on December 15, 2011.
2. New contract will commence on December 16, 2011.
3. Proposed schedule of events:
   1st advertisement: September 10, 2011.
   2nd advertisement: September 17, 2011.
   Bid Opening date: September 28, 2011.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Pct 1 $ 20,896.56 as of 08/26/11

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Pct 3 $ 48,316.42 as of 08/26/11

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Pct 4 $ 4,518.54 as of 08/26/11

FISCAL YEAR: 2011 ACCT. #: CO WIDE

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

BUDGETARY IMPACT:

No funds required at this phase of procurement process. Purchases/ products/ services will be on an as needed basis and can be utilized by Hidalgo County (All Funding Sources, Programs and Entities).

Attachments

Procurement packet-Draft

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 01:38 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:12 PM
Rosalinda Cantu	Rosie Cantu	08/31/2011 03:34 PM
Auditor's Office	Arcilia Duran	09/02/2011 02:59 PM

Form Started By: Sandy Suarez Started On: 08/26/2011 02:25 PM

Final Approval Date: 09/02/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

Hon. Hector Palacios, Commissioner
Hidalgo County Precinct 2
Ricardo Cuellar, Field Operations Foreman

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct 4
Marcos Lopez, Chief Adm./Gloria Beltran Exec. Assist.

From: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: August 10, 2011

Re: **Approval or Disapproval of Specifications for: BID NO. -2011-225-00-00-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT".**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 1-1200-431-00-121-005-0-673

	Noe Montez	Pct 1	8-15-11
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than AUGUST 16, 2011 @ 1:30 P.M.

Enclosures

Pct 1

Sandy Suarez

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Thursday, October 21, 2010 10:20 AM
To: 'Sandy Suarez'
Subject: RE: 2010-264-09-29-SGS-Hidalgo County (All Funding Sources)-"CRS-2(CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" 3rd Reminder-Recommendation

No inconvenience at all. I do apologize for not getting back to you soon, But I have been very busy.

Thanks

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Thursday, October 21, 2010 9:52 AM
To: 'yoli'
Subject: RE: 2010-264-09-29-SGS-Hidalgo County (All Funding Sources)-"CRS-2(CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" 3rd Reminder-Recommendation

Morning Yoli,

Okay, thank you for letting me know. Previously we have received recommendations for this project from your dept; it was assumed your dept was in need of the CRS-2. I apologize for any inconveniences this has caused and I appreciate all of your help with this.

Thank you,

Sandy Suarez

From: yoli [mailto:yolanda.cisneros@co.hidalgo.tx.us]
Sent: Thursday, October 21, 2010 9:04 AM
To: 'Sandy Suarez'
Subject: RE: 2010-264-09-29-SGS-Hidalgo County (All Funding Sources)-"CRS-2(CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" 3rd Reminder-Recommendation

Commissioner Precinct 2-doesn't utilize CRS-2

Sandy, I was informed by Mr. Cuellar that we do not use this material. We use MS-1 Emulsified Oil.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

Hon. Hector Palacios, Commissioner
Hidalgo County Precinct 2
Ricardo Cuellar, Field Operations Foreman

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct 4
Marcos Lopez, Chief Adm./Gloria Beltran Exec. Assist.

From: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: August 10, 2011

Re: **Approval or Disapproval of Specifications for: BID NO. -2011-225-00-00-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"-**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 1-1200-431-00-123-805-0-673

J. Flores (sgs)	J. Flores by pgc	Precinct #3	8/16/11
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than AUGUST 16, 2011 @ 1:30 P.M.

Enclosures

Pct 3

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

IVE
AUG 2011

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

Hon. Hector Palacios, Commissioner
Hidalgo County Precinct 2
Ricardo Cuellar, Field Operations Foreman

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct 4
Marcos Lopez, Chief Adm./Gloria Beltran Exec. Assist.

From: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: August 10, 2011

Re: **Approval or Disapproval of Specifications for: BID NO. -2011-225-00-00-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"-**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 1-1200-431-00-124-007-0-673

Gloria A Beltran	Gloria A. Beltran	Pct #4	8/11/11
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than AUGUST 16, 2011 @ 1:30 P.M.

Enclosures

Pct 4

EXHIBIT "A"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:
The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	7 Mile line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78541
CONTACT:	**CONTACT:**	**CONTACT:**
Noe Montez, Dir. of Mgmt. Support (956) 968-8733	Saul Ramirez, Field Operations Director (956) 585-4509	Marco Lopez, Chief Administrator (956) 383-3112

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- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

2. TERMS & CONDITIONS:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.

2. County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in the best interest of the County to do so.

4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C")

6. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.

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9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Bidder(s) have been in business for at least two (2) years.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

14. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

- The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA rules and requirements.

- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must

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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.

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EXHIBIT "A"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

ADDITONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, Attn: Sandy Suarez, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, SEPTEMBER 21, 2011 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, SEPTEMBER 23, 2011 by 5:00 P.M.**

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Bid No: 2011-225-09-28	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID OPENING DATE:
SEPTEMBER 28, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)–CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-225-09-28-SGS-HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)–CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 28, 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 NO.: 2011-225-09-28-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) - CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation -**"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) –CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Attn: A/P Division
2808 So. Bus. Hwy 281
Edinburg, TX. 78539
(956)318-2511

17. Schedule of Events:

Bid Opening, 9:30 AM	**SEPTEMBER 28, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is**

incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

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

Bid
for
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Sandy Suarez

From: Rocio Villarreal [rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, August 26, 2011 11:56 AM
To: 'sandy.suarez'
Subject: FW: 2011-225-Hidalgo County-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" Request for Draft
Attachments: ROCIO VILLARREAL3.vcf; C-11-225-00-00-CRS-2 (Cationic Rapid Setting) Emulsified Asphalt-DRAFT CONTRACT.doc

Importance: High

Please proceed to utilize the draft and the email as approve as to form by legal the draft agreement.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 26, 2011 11:41 AM
To: 'Rocio Villarreal'; 'sandy.suarez'
Subject: FW: 2011-225-Hidalgo County-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" Request for Draft
Importance: High

You are on a roll.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, August 26, 2011 11:10 AM
To: 'Martha Salazar'
Subject: RE: 2011-225-Hidalgo County-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" Request for Draft

The draft CRS-2 contract is OK.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 26, 2011 9:46 AM
To: 'Steve Crain'
Cc: 'Rocio Villarreal'
Subject: FW: 2011-225-Hidalgo County-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" Request for Draft
Importance: High

Mr. Crain:
Our mistake, we did not attach. Please review and comment as to form of contract.
Thanks,
Marty

REQUIREMENTS AGREEMENT
C-11-225-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the_____, 2011 by and between **VENDOR'S NAME,** a Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer requirements; and

WHEREAS, Buyer has determined that Seller has submitted the low 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 considera receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase fr ller, and Seller a es to sell to Buyer, all of the Products that Buyer may require for use by Buyer **CRS-2 (CA ONIC RAPID SETTING) EMULSIFIED ASPHALT** " in the areas of H dalgo Cou rojects for a period of six (6) months from December 17, 2011 to 16, 2012 and may be extende with the County's discretion for an additional six (6) month and it reed that the Products will meet the specifications set forth in Exhibit "A" hereto. lgo Cou reserves the ight to continue this bid for an additional sixty (60) day grace period at end of he contract term for unforeseen delay in award of new bid for next contract term.

2. When r deter es that it needs a quantity of the Products to be delivered, it will, a rding to its Purc ng Poli complete and submit to Seller a Purchase Order describing the type quantity of the ducts required.

3. er agrees t pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Selle hall rend invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before t 30t 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,

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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:

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

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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 and 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 personnel 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

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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:_____

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EXHIBIT "A"

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

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EXHIBIT "B"

BID PAGE

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EXHIBIT "C"

CERTIFICATE OF INSURANCE

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AI-28353 **7. F.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the option to renew/extend the following contracts as stipulated and/or provided in the contracts under the same rates, terms and conditions for the following:

1. C-10-136-08-24-Electrical Materials for Hidalgo County with Border State Electric;
2. C-06-212-09-18-Lease of Land (with Improvements) to a Non-Profit Organization with ARISE-Las Milpas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-40-220-001-0-671

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

BUDGETARY IMPACT:

BORDER STATE ELECTRIC
Avail. Balance $30,518.58

Attachments

ARISE Las Milpas-5 Yr Extension Letter

Current Contract

Border State Electric-1 Yr Extension Letter

Current Contract

Border State Electric-Current Insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 02:40 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:59 PM
Rosalinda Cantu	Merlen P. Munoz	08/31/2011 04:35 PM
Roland Garcia	Rolando Garcia	09/01/2011 08:41 AM
Auditor's Office	Arcilia Duran	09/02/2011 09:54 AM
Purchasing Department	Marty Salazar	09/02/2011 12:38 PM

Form Started By: Rocio Villarreal Started On: 08/31/2011 10:36 AM

Final Approval Date: 09/02/2011

PURCHASING DEPARTMENT
County Of Hidalgo

CERTIFIED MAIL
7099 3220 0002 9745 6432
Via Facsimile (956) 783-2099

ARISE Las Milpas
Andrea Olvera, President
125 E. Denny Drive
Pharr, Texas 78577

Re: Renewal/Extension C-06-212-09-18-Lease of Land (with Improvements) to a Non-Profit Organization

Dear Ms. Olvera:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 6, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, September 1, 2011,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-06-212-09-18

THIS LEASE AGREEMENT is made effective as of the 18 day of September, 2006, by and between Hidalgo County, Texas (hereinafter referred to as "Lessor", and **ARISE Las Milpas, Inc., a Texas non-profit corporation**, successor referred to in this Lease as Lessee.

ARTICLE 1. DEMISE OF LEASED PREMISES

For and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, Lessor does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain tract of land located in Hidalgo County, Texas, together with all improvements located thereon, such land and improvements being more particularly described on Exhibit "A", which is attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Leased Premises").

ARTICLE 2. LEASE TERM

Fixed Commencement and Termination Date

2.01. This Lease shall be for a term of five (5) years, (hereinafter referred to as the "Lease Term"), commencing on September 18, 2006, and ending on September 17, 2011; subject, however, to earlier termination as hereinafter provided. Lessor shall have the right and option to renew and extend the term of this Lease for five (5) additional years term. If Lessor desires to renew and extend the term of this Lease for such renewal period, Lessor must give Lessee written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein.

Holding Over

2.02. If Lessee shall hold over after the expiration of the Lease Term, or any renewal or extension, such tenancy shall be from month to month on all the terms, covenants, and conditions of this Lease.

Right of Termination

2.03. This Lease may be terminated by either party hereto upon sixty (60) days written notice to the other. Notice of termination shall be delivered to the parties pursuant to Article 16.01 herein

ARTICLE 3. RENT

Lessee agrees to and shall pay Lessor as rent for the Leased Premises, the sum of One Dollar ($1.00) per year payable in advance.

ARTICLE 4. TAXES

Lessee shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Lease may be levied on or assessed against the Leased Premises and all improvements and other property thereon, whether belonging to Lessor or to Lessee. Lessee shall pay all such taxes, charges, and assessments, if any, to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Lessee agrees to indemnify and save Lessor harmless from all such taxes, charges, and assessments.

ARTICLE 5. UTILITIES

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used on the Leased Premises.

ARTICLE 6. USE OF PREMISES

The sole permitted use of the Leased Premises by Lessee shall be for the location and operation of a park and recreational purposes including but not limited to literacy development for persons located in Hidalgo County, Texas.

ARTICLE 7. RENOVATION OF LEASED PREMISES

Improvements by Lessee

7.01. Any and all plans for any improvements of the Leased Premises shall submitted to the Lessor for approval.

Lessor's Ownership of Improvements and Fixtures

7.02. It is expressly understood and agreed that, during the term of this Lease any all buildings, improvements, fixtures, of whatsoever nature at any time constructed or placed on any part of the Leased Premises if not removed by Lessee on or before the date of termination of the Lease shall be the property of Lessor.

Ownership of Improvements and Fixtures Upon Expiration or Termination

7.03. Lessee covenants and agrees that at the expiration of this Lease or upon its

earlier termination as provided herein, if Lessee has not removed any buildings, improvements or fixtures constructed or placed on the Leased Premises prior to the expiration or termination of this Lease, Lessee shall peaceably deliver possession of the Leased Premises and all improvements, including any buildings, improvements and fixtures which the Lessee may have brought, placed or constructed upon the Leased Premises to the Lessor.

ARTICLE 8. ENCUMBRANCE OF LEASEHOLD ESTATE

Lessee shall not encumber the leasehold interest.

ARTICLE 9. REPAIRS

Lessee's Duty to Repair

Except as otherwise provided herein, Lessee, at Lessee's own cost, hereby agrees to keep and maintain, or cause to be kept and maintained, all buildings and improvements located on the Leased Premises in a good state of appearance and repair, reasonable wear and tear excepted.

ARTICLE 10. CONDEMNATION OR CASUALTY

In the event all or any part of the Leased Premises shall be damaged by fire, casualty or other causes, or in the even all or any part of the Leased Premises is taken in any condemnation proceedings, Lessee shall have the right to cancel this Lease, if in the judgement of Lessee such casualty or condemnation proceeding has made the Leased Premises unsatisfactory for use by the Lessee.

ARTICLE 11. INSURANCE

11.01. Lessee agrees to keep in force, at its sole cost, comprehensive general liability insurance applicable to the Leased Premises. Said insurance shall contain minimum limits equal to Lessor's liability as set forth in the Texas Tort Claims Act, Section 101.001, et seq., Tex. Civ. Proc. And Rem. Code Ann., as same may from time to time during the term hereof be amended. Such policy(s) shall include Lessor and Lessee as named insured. Such policy(s) of insurance shall be issued by insurance company(s) acceptable to Lessor, shall provide for written notice to Lessor by the insurance underwriter not less than ten (10) days in advance of the date of any cancellation, and Lessor promptly shall be furnished a duplicate original of such policy.

Indemnification

11.02. Lessee shall indemnify and hold Lessor harmless from and against all claims, actions and demands of any nature whatsoever arising from personal injury or

death to any person or from losses of or damages to any property, which claims, actions and demands allegedly result from any act or omission of Lessee, or of any of its agents, employees, licensees or invitees or occasioned by the failure of Lessee to maintain the Leased Premises in safe condition, or from any act or omission relating to the use and/or storage of any equipment, materials, supplies or other things of any nature whatsoever related to or in connection with the use and operation of the Leased Premises, and/or the performance of this Lease; and Lessee shall reimburse Lessor all expenses or costs incurred by Lessor in connection with any investigation, handling, settlement, defense and/or enforcement of any rights concerning the Leased Premises and/or the performance of this Lease and/or any and all such claims, actions and demands, and shall pay any and all judgments, awards, and/or settlements resulting therefrom, except only any such claim, action or demand which allegedly was caused solely by the negligence of Lessor.

ARTICLE 12. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

12.01. Lessee shall have the right, upon obtaining the prior written consent of Lessor, to assign this Lease, and any interest therein, and to sublet in writing all of Lesse's obligations under this Lease.

Assignment by Lessor

12.02. Lessor is expressly given the right to assign any or all of its interest under the terms of this Lease.

ARTICLE 13. DEFAULT AND REMEDIES

Termination on Default

13.01 Should Lessee default in the performance of any covenant, condition, or agreement in this Lease, and such default is not corrected within thirty (30) days after receipt of written notice from Lessor to Lessee, Lessor may declare this Lease, and all rights and interest created by it, to be terminated. Upon Lessor electing to terminate, this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof.

Other Remedies

13.02. Any termination of this Lease as herein provided shall not relieve Lessee from any claim for damages then or theretofore accruing against Lessee hereunder, and any such termination shall not prevent Lessor from enforcing such claim for damages by any remedy provided for by law, or from recovering damages from Lessee for any default thereunder. No waiver by Lessee of a breach of any of the covenants, conditions, or

restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction herein contained.

ARTICLE 14. WARRANTIES

Lessor's Warranty of Title

14.01. Lessor hereby represents and warrants that it is the owner in fee simple absolute of the Leased Premises subject to covenants, conditions, restrictions, easements, and other matter of record.

Lessor's Warranty of Quiet Enjoyment

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

ARTICLE 15. GENERAL PROTECTIVE PROVISIONS

Right of Entry and Inspection

15.01. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter on the Leased Premises for the purpose of inspection, to determine whether Lessee is in compliance with the terms of this Lease and for the purposes of maintaining, repairing or altering the Leased Premises.

No Partnership

15.02. The relationship between Lessor and Lessee at all times shall remain solely that of landlord and tenant and not be deemed a partnership or joint venture.

Force Majeure

15.03. It is expressly understood and agreed that the performance of any other covenant, agreement, obligation, or undertaking herein contained is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, or any circumstances beyond the control of the party obligated or permitted under the terms hereof to do or perform the same, regardless of whether any such circumstances is similar to any of those enumerated or not, each such party shall be excused from doing or performing the same during such period of delay.

No Waiver

15.04. No waiver by Lessor of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, stipulation hereof.

ARTICLE 16. MISCELLANEOUS

Notices

16.01. All notices provided to be given under this Agreement shall be given by certified mail or registered mail, return receipt requested, addressed to the property party. 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 to this Agreement are as follows:

LESSOR:	**LESSEE:**
County of Hidalgo **Attn: County Judge** **100 E. Cano St.** **Edinburg, Texas 78539**	**ARISE Las Milpas** **Attn: Lupita Negrete** **125 E. Denny Drive** **Pharr, Texas 78577**

Parties Bound

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

Texas Law to Apply

16.03. 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

16.04. In case any one or more of the provision 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.

Prior Agreements Superseded

16.05. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Amendments

16.06. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

Rights and Remedies Cumulative

16.07. The rights and remedies provided by this Lease Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have law, statue, ordinance, or otherwise.

Attorney's Fees

16.08. 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 its rights hereunder any prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other property.

Time of Essence

16.09. Time is of the essence of this Agreement.

THIS LEASE has been executed by the parties on the date and year first above written.

LESSOR:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 9-19-06

LESSEE:
ARISE Las Milpas Inc.

By: _____

ATTEST:

By: _____
Eddy Trevino, County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____

EXHIBIT "A"

REQUIREMENT, SPECIFICATIONS, AND QUALIFICATIONS

Proposal
for
HIDALGO COUNTY PRECINCT NO. 2
"LEASE OF LAND (WITH IMPROVEMENTS) TO A NON PROFIT ORGANIZATION"
RFP NO: 06-212-06-07-VGG

To: Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - 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 proposal, 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 proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Bidder agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Specifications.

Respectfully submitted,

Bidder: ARISE LAS MILPAS
Address: 125 E. Denny Pharr, TX. 78577
By: Lupita Negrete
Printed Name: Lupita Negrete
Title: President

SECTION I

REQUIREMENTS, SPECIFICATIONS AND QUALIFICATIONS

County of Hidalgo
Request for Proposals
"Lease of Land (with improvements) to a Non Profit Organization"
Exhibit A

"Project Introduction, Overview and Instructions"

I. INTRODUCTION

The County of Hidalgo has determined that there is available Land not needed by the County. Therefore, the County of Hidalgo is offering lease of land (with improvements) to a non-profit organization qualifying under section 501 (c) (3) Internal Revenue Code of 1986, as amended. Hidalgo County is requesting proposals for the provision of non-profit, family oriented educational services for the constituency of the County.

II. PROJECT OVERVIEW

The County of Hidalgo encourages organization and/or programs of this nature to submit their proposals. The County of Hidalgo's "Notice" of availability of land (with improvements) is located at 125 East Denny, Pharr, Texas 78577. The land consists of approximately 91'x100' and the improvements consist of approximately 2,127 square feet. (See Attachment 1)

III. PROGRAM REQUIREMENTS

A. WHO MAY APPLY

All individuals and/or non-profit organizations under the Internal Revenue Code described above wishing to provide educational services to families in Hidalgo County.

B. ALLOWABLE USE OF FACILITIES

Eligible Organizations

*Personal/ Staff Development Coordination
*Education Programs focusing on integration and relating to Cultural Awareness
*Job Orientation
*Networking
*Advocacy Skills
*Leadership & Community Development Workshops
*Family Literacy/ Enrichment/ Development programs and activities

NOTE: Individuals and "for-profit" organizations are not eligible.

IV APPLICATION SUBMISSION

A. To be considered, responses to this Request for Proposals (RFP) must follow the attached format:

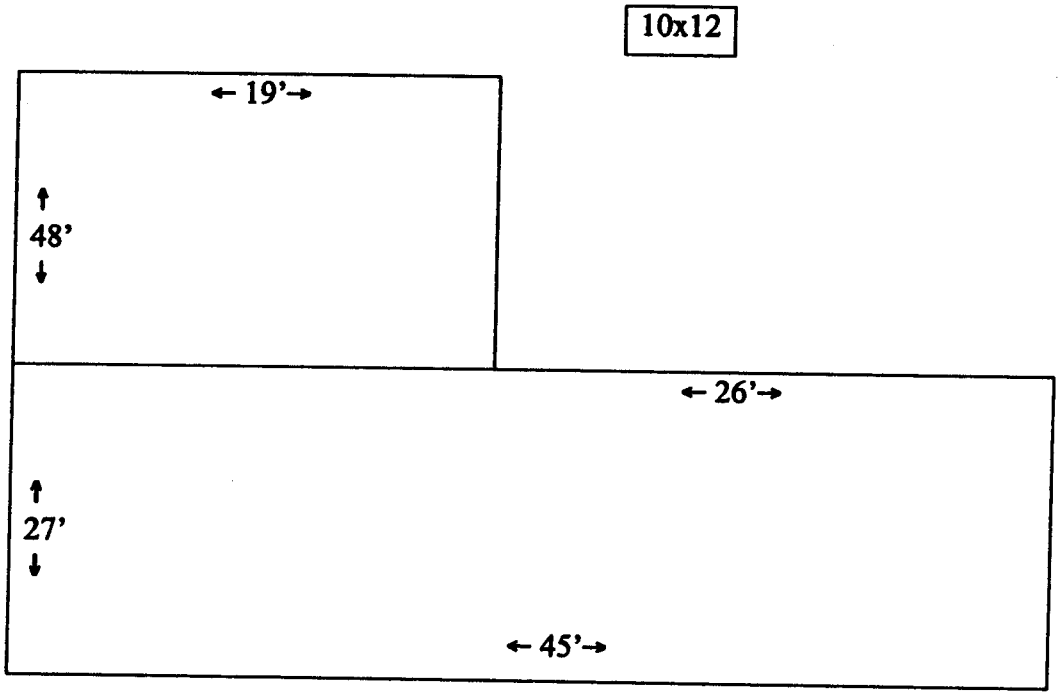
N
W E
S

Lot Size: Approximately 91' x100'

Approximate Improvements: 2,127 Sq. Ft.

Land is fenced in with a U-Shaped Paved Driveway

Paved Sidewalk around Structure



Physical Inspection of Arise Building- Las Milpas, Texas
04/12/06

"Lease of Land (with improvements) to a Non-Profit Organization"
RFP No. 06-155-05-03-VGG

Instructions for Preparing Proposals. The County of Hidalgo requests one original proposal and seven (7) copies. **All proposals must be received by no later than 9:30 A.M., Wednesday, JUNE 07, 2006, (or date extended via addenda, if any) and addressed to:**

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor
Edinburg, Texas 78539

B. Any questions concerning the **"Lease of Land (with improvements) to a Non-Profit Organization"** Request For Proposal shall be formally addressed to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor
Edinburg, Texas 78539

All written inquiries will be accepted via facsimile no later than, Wednesday, May 31, 2006, at 5:00 p.m., at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 p.m., Friday, June 02, 2006.

C. Completeness of Application

County of Hidalgo will initially review all proposals to determine whether all required elements are present and clearly identifiable. (10 or 12 pt./ 1 inch margins) The required elements are enclosed. **Each of the required elements must be present and clearly identified. Failure to do so may result in rejection of the proposal.**

D. *Closing Date*

All proposals must be received by the Hidalgo County Purchasing Department no later than 9:30 A.M., Wednesday, May 03, 2006 (or date extended via Addenda, if any). (Postmark date is not sufficient.) Proposals **will not** be accepted via facsimile machine transmission or electronic mail.

V. SELECTION NOTIFICATION

Proposals will be graded using a score sheet and based on the points assigned to the evaluation criteria described herein.

The County of Hidalgo has sole discretion and reserves the right to reject any, or all proposals received in response to this RFP if it is deemed in the County's best interest. The RFP does not constitute a commitment by the County to award a contract, to pay costs incurred in the preparation of the proposal, nor act on the part of the offeror to produce a contract for services or supplies.

EXHIBIT "B"

COST PROPOSAL

PROPOSAL PAGE

COUNTY OF HIDALGO
"LEASE OF LAND (WITH IMPROVEMENTS) TO A NON PROFIT ORGANIZATION"
RFP No.: 06-212-06-07-VGG

Lease Proposal:

A. Initial term:

ARISE Las Milpas ORGANIZATION PROPOSES TO PAY HIDALGO COUNTY THE SUM OF $1.00 DOLLARS PER ~~MONTH~~ 10 years FOR THE LEASE OF LAND (WITH IMPROVEMENTS) FOR THE INITIAL TERM OF FIVE (5) YEARS AND AGREES TO FULLY AND COMPLETELY COMPLY WITH ALL THE TERMS, REQUIREMENTS AND CONDITIONS SET FORTH HEREIN.

Amount written out: One and XX/100---

B. Lease Extension(s):

ARISE Las Milpas ORGANIZATION PROPOSES THE COUNTY'S OPTION FOR AN ADDITIONAL FIVE (5) YEARS EXTENSION AT A SUM OF $1.00 DOLLARS PER ~~MONTH~~ 5 years AND AGREES TO FULLY AND COMPLETELY COMPLY WITH ALL THE TERMS, REQUIREMENTS AND CONDITIONS SET FORTH HEREIN.

Amount written out: One and XX/100---

ORGANIZATION: ARISE Las Milpas

ADDRESS: 125 E. Denny

CITY: Pharr STATE: Texas ZIP CODE: 78577

PHONE NO: (956) 783-9293 FAX NO. 956) 783-2099

AUTHORIZED SIGNATURE: Lupita Negrete

PRINTED NAME: Lupita Negrete

TITLE: President

DATE: 6-2-06

Lease of Property to Non-Profit Organization
Exhibit B

I. Program Abstract

A brief history report: ARISE has been in existance for 19 years serving the Las Milpas area neighborhoods and the ARISE Center has been located at 125 E. Denny Pharr, TX 78577 for 15 years. The Center has been leasing Lots 70 and 71, Block 7 in the Hidalgo Park Estates Subdivision in Hidalgo County, Texas. Our need is to renew the lease and continue at this location to serve these communities.

Aproximately 4 staff members and 1 volunteer are involved in this project. The goal is to serve aproximately 800 families annually and have been successful enough to where family participants are now refering others to our program..

ARISE is community based and at the reach of surrounding areas and most people can easily walk to our Center. ARISE provides education and educational skills, community organization and organizational skills, leadership and the motivational skills needed for a community to believe in itself and transform itself from within. ARISE teaches the English-speaking *colonia* residents how to teach their non-English speaking neighbors basic conversational English. ARISE also empowers the people to do what they can for themselves. ARISE is unique in the way that people are educated where they feel most at home -- with their own neighborhoods, in small groups. Basic education and organization for eductaion is the purpose of ARISE.

ARISE has as a major objective in the enablement of the local people in determining their own future. The animators are all from the communities who have had some opportunity to learn English.. ARISE trains these animators to pass on the skills they have and at the same time help them increase their own skills and become more confident.

Throughout its 19 years, ARISE has increased the programs to serve in other areas. (See enclosed ARISE flyer). New programs have been placed to serve in increasing the people's creativeness and self-esteem. ARISE now has ARISE Volunteer Corp. Program, Networking (Linking outside agencies with the community and vice versa), Strengthening Families Program, Advocacy Skills, Mercy Visits and Education/Immersion Programs relating to Cultural Awareness and more.
Other programs are also in place through other ARISE Centers like English Language Development for Children, Summer Program, Youth Activities, Arts & Crafts, Sewing Classes and much more.

ARISE keeps an update on records of participants and evaluates twice a year by individual contact and conversation with particpants and staff. Group conversation with staff is also essential for evaluating programs and progress. We have committees in place for programs and evaluations and some local community persons are members.

II. Program Needs Assessment

The ARISE Las Milpas Center is located centrally to communities being served about five miles South of Pharr, TX. The surrounding areas are of families whom the majority are of low-income status. Some having trasnportation and others do not. While ARISE staff do a lot of home visits, they can only cover so much per day and there are times when people need to come by the Center for certain reasons and the location of the Center is accessable to many who do not have transportation.

There is great amount of collaboration with Casa de Esperanza Organization located on Cisne and Ruiseñor Roads. Even then some participants are served by this organization in certain areas and by ARISE on others. We believe that Casa de Esperanza and ARISE compliment each other very well in working within these same communities. ARISE also has the collaboration of the local Public Schools. Contact is maintained with the children that participate at ARISE and their progress at school.

In Description below, it can easily be seen that the location of ARISE Center is within reach to the surrounding communities being served. These named are only a few from the many other subdivisions recently developed.

El Capote
Southfork
Los Ebanos
San Felipe

Las Haciendas
Hidalgo Park #1

Rancho Sanchez
Valle Alto

Las Milpas

ARISE CENTER
125 E. DENNY DR.
Lots 70 & 71

7 Encinos
Villas del Valle

Hidalgo Park #2
Universal Estates

Los Ranchitos
Estrella
La Quinta
Sol Brilla
San Miguel

The lots in question for renewal of lease are located in the perfect place for the surrounding communities. ARISE continues with extreme energies and commitment to these South of Pharr *colonias* and subdivisions, County of Hidalgo.

III.Program Description Narrative.

(Also see attached ARISE flyer)

ARISE provides education and educational skills, community organization and organizational skills, leadership and the motivationl skills needed for a community to believe in itself and transform from within. ARISE teaches the English-speaking people how to teach non-English speaking neighbors basic conversational English. ARISE empowers the people to do what they can for themselves. ARISE educates the people where they feel most secure in learning, at home in their own neighborhoods, in small groups. Basic education and organization for education is the purpose of ARISE.

Adults are also learning the use of computers and internet. Local highschool and college youth (Tekies) have organized together with ARISE and IDRA of San Antonio to teach parents these skills. With technology advancing so rapidly, parents will have a sense of these changes and not be so lost in understanding some of the system and be up to date with their children's educational needs and progress. The computers used have been donated to ARISE from sources who upgraded their system. Although the computers are used and somewhat outdated, they are serving our purpose very well.

Besides skills for parents ARISE also focuses on the needs of the children of these parents. With the ARISE English Language Development for Children Program, the children are provided with extra help they might need in succeeding in our school system. In the summer time, the children continue with our six week Summer Program where they learn arts & crafts and play sports and participate in the Summer Reading Program.

ARISE has grown much since it was first established in 1987. The people know we are here and they can come at any time when they need to or even if it is just to visit. The people know this is their program and feel they belong. For ARISE to continue serving the people in these communities, we need to remain at this location. The building is already in place but it is important for ARISE to be able to continue with the use of the lots is question.



Advocacy



Strengthening Families



Visitors



Personal Development



Job Orientation

ARISE—Las Milpas Founded May 1987

125 East Denny
Pharr, TX 78577

(956)783-9293
FAX (956)783-2099

www.arisesotex.org

ARISE-Las Milpas is a non-profit organization, co-sponsored by three Religious Congregations—the Daughters of Charity, St. Louis Province; Sisters of Mercy of the Americas, St. Louis Region; Sisters of Charity of the Incarnate Word, Houston Province.

A – A

R – Resource

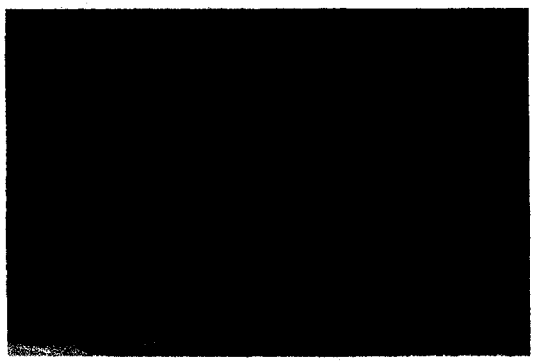
I – In

S – Serving

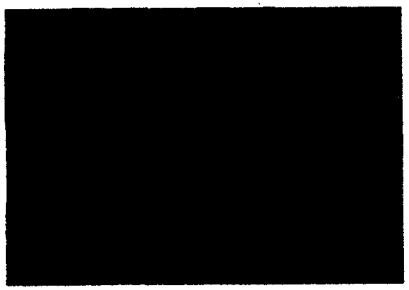
E – Equality

"Of the people, by the people, for the people."

ARISE-Las Milpas



With Education the World is in your Hands



ARISE-Las Milpas is a Community Development Program for persons who are immigrants to the USA, primarily from Mexico. The transition from struggle for survival to success in an education based society is **HUGE**. **ARISE-Las Milpas** is there to lend a hand.

Vision of ARISE-Las Milpas

Because it believes that each person is created in the image and likeness of God and is therefore with gifts and talents.

Because it believes that each community is, from within itself, blessed with persons who can work together to respond to the needs of their own community.

ARISE-Las Milpas focuses itself on a consistent program of Human Development together with training in leadership and community organization for families, so as to build their capacity to be leaders, organizers and capacity builders for yet other families within their community.

ARISE-Las Milpas Programs

- Staff Development coordination
- Border Witness: Education/Immersion Programs relating to Cultural Awareness, Border Issues
- **ARISE** Volunteer Corp.
- Visitor's Program
- Job Orientation
- Networking (Linking outside agencies with the community and vice versa)
- Strengthening the Family
- Advocacy skills
- Leadership & Community Development Workshops (for **ARISE** & sister agencies)
- Local fundraising
- Mercy Visits

Philosophy of ARISE-Las Milpas

The Cornerstone:
The Spirit of the Lord is upon me, because God has chosen me to bring good news to the poor. God has sent me to proclaim liberty to captives and recovery of sight to the blind, to set free the oppressed and announce that the time has come when the Lord will save his people. (Luke 4:18-19, Isaiah 61:1-2)

- Observe (what's going on), decide an action, act, evaluate, and celebrate.
- **ARISE-Las Milpas** is not here to create a perfect system. **ARISE-Las Milpas** is here to serve the people.
- Home visits and personal contact are the ordinary ways for **ARISE-Las Milpas** to communicate with the people.
- **ARISE-Las Milpas** does not do for the people what the people can do for themselves.
- Our hospitality should be cordial; now cordial means something that refreshes, enlivens, and invigorates.

ARISE-Las Milpas is a collaboration of 5 separately incorporated 501 (c) (3) non-profit organizations each dedicated to building community so that families feel strong from within. ARISE-Las Milpas is one of these collaborators.

IV.Program Evaluation Design

The evaluations for the organization has its structure and reports given to the appropriate place. Several committees are in place to help with evaluating the programs for progress and needs still to be met. Starting with one to one conversation with the participants and committee members visiting on-going sessions of programs are two excellent ways to start the evaluation process. The staff then meets together with the committees and prepare reports for the Board and the Corporate Members. All reports are in writing, filed and are available for future review.

Corporate Members

Board of Directors

ARISE Las Milpas Center

Committees:

- Financial
- Programs
- Evaluations
- Search

ARISE is willing to comply with evaluation guidelines required and approved by Hidalgo County Commissioners Court.

V. Description of Interagency

ARISE is registered as a non-profit 501(c) k organization with the the state. (Attached is Secretary of State Certificate documents.)

ARISE is currently a VISTA site and will expire in August 2006. Three VISTA volunteers have worked with ARISE Las Milpas the past three years.

ARISE has been collaborating with other service providers and to name a few: Clinica de Milagro, Mujeres Unidas, CountyHealth Clinic, Su Casa de Esperanza, Texas A&M Extension Services, Migrant Health Promotions, Mexican American Cultural Center of San Antonio, Intercultrual Development Resource Center of San Antonio, Mexican Consulate of McAllen and Libraries of Hidalgo, Alamo and Pharr.

Some services are referrals on services for participants and others are for presentations, orientation and training for particpants and ARISE staff.

VI.Description of Funding Support

ARISE is co-sponsored by three religious congregations -- The Daughters of Charity, St. Louis Province; Sisters of Mercy of the Americas, St. Louis Region; Sisters of Charity of the Incarnate Word, Houston Province. ARISE also recieves funds from the Private Sector, Foundation Grants, Donations and Fund Raising.

Organizations like Clinica de Milagro and Texas A&M Extension and others provide services for the ARISE participants whether it is direct service to them or provide presentations of their services to community groups brought together by ARISE.

Participants provide a certain number of contributed service hours and volunteers from Universities and other organizations come to serve in the ARISE Summer Program for six weeks bringing with them materials for the activities. In our ending fiscal year of 2005-06 Data Sheet are estimated amounts due to these services.

Attached is the current projected annual budget and the annual data sheet for '05-'06.

	ARISE -Las Milpas	
	Projected Income - Expense	
	July 1, 05- June 30, 06	
INCOME		
CODE		
2150	Grants	$86,850.00
2661	Fundraising	$0.00
3340	Investment Income	$4,000.00
3345	Other Income(Rent,Fees)	$0.00
3500	Gifts and Donations	$0.00
3530	Sale of Property(Cars)	$0.00
3599	Misc. Donations (services)	$0.00
	TOTAL INCOME	$90,850.00
EXPENSES		
1330	Buildings/Shed/mob. home	$600.00
1390	Vehicle Purchased	$0.00
1530	401(k)Contributions	$200.00
4100	Books,Professional Material	$50.00
4150	Audiovisuals	$100.00
4155	Computer Related	$150.00
4160	Prog. Materials/Enrichments	$500.00
4220	Adv/Public Relations	$350.00
4230	Recognition Events	$200.00
4504	Program Equipment	$50.00
5041	Food (Visitors,Vol.,Staff,etc)	$1,000.00
5140	Household Supplies	$500.00
5444	Auto Gasoline	$2,000.00
5460	Auto Lic., Fees & Ins.	$2,500.00
5485	Auto Repairs, Maint. and Replacement	$3,000.00
5620	Rent	$0.00
5645	Utilities	$1,800.00
5810	Contract Serv. (copies,etc)	$350.00
5870	Center Maint & Repair	$500.00
5875	Mainten. of outside property	$300.00
8001	Salaries	$43,850.00
8002	Stipends for Profess./consul.	$0.00
8051	Office suppl./printing/repairs	$1,000.00
8052	Postage	$100.00
8053	Telephone	$650.00
8055	Workshops/conf/staff enrich.	$300.00
8064	Member, Fees, Dues,subs	$50.00
8100	Gifts	$650.00
8101	Donations	$1,500.00
8200	Property Insurance	$0.00
8300	Property Taxes	$0.00
8410	ARISE Payroll Taxes	$10,000.00
8411	Workers' Comp.	$2,000.00
8412	Medical Insurance	$13,000.00
8413	Pension PI/Ret.Ben.	$3,000.00
9300	Land Purchase	$0.00
9330	Building Construction	$0.00
9351	Furn. & Equip(Cap. Exp)	$600.00
	EXPENSES TOTAL	$90,850.00
09/07/2005		

PURCHASING DEPARTMENT
County Of Hidalgo

CERTIFIED MAIL
7099 3220 0002 9745 6449
Via Facsimile (956) 668-1971

Border State Electric
Alfonso Cerda, Account Manager
1924 W. Trenton Rd
Edinburg, Texas 78539

Re: Renewal/Extension C-10-136-08-24-Electrical Materials & Supplies

Dear Mr. Cerda:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of September 6, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, September 1, 2011,via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-10-136-08-24

THIS AGREEMENT (the "Agreement") is entered into as of the 24th day of August, 2010 by and between **Border States Electric Industries, Inc., a North Dakota Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Electrical Material & Supplies,"** as further described in Exhibit "A" 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 a 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 **"Electrical Material & Supplies"** in the areas of **HIDALGO COUNTY** projects for the effective period of (1) one year from September 14, 2010 to September 13, 2011 with the option to renew for an additional two (2) one (1) year term under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the 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. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

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

5. General Provisions.

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

time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: **Border States Electric Industries, Inc.**
Alfonso Cerda
1924 W Trenton Rd
Edinburg, Texas 78539

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

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

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

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

i. **Headings.** The headings and captions contained in this Agreement are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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 "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____

HIDALGO COUNTY

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:
By: Alfonso Cerda
Printed Name: Alfonso Cerda
Title: Account Manager
Date: 09/08/10

EXHIBIT "A"

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

July 19, 2010

_____

_____

_____

Re: **HIDALGO COUNTY FACILITIES MANAGEMENT**
Request for Bids -**"Electrical Materials and Supplies"**
Bid No: 2010-136-08-04-MEG

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/meg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS AND SUPPLIES"
Bid No: 2010-136-08-04-MEG

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__5__ pages.**
4. **Exhibit "B" Bid Page consisting of_4__ 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 and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment, consisting of __1__ of page.**
9. **Draft Requirements Agreement, consisting of _4__ 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, CPPB
Purchasing Agent

July 19, 2010
Date

REQUEST FOR BIDS

HIDALGO COUNTY FACILITIES MANAGEMENT "ELECTRICAL MATERIALS AND SUPPLIES"

BID OPENING DATE: AUGUST 04, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY FACILITIES MANAGEMENT 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

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY FACILITIES MANAGEMENT– ELECTRICAL MATERIALS AND SUPPLIES"** 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 FACILITIES MANAGEMENT ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY FACILITIES MANAGEMENT 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-2010-136-08-04-MEG HIDALGO COUNTY FACILITIES MANAGEMENT–"ELECTRICAL MATERIALS AND SUPPLIES"** 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, AUGUST 04, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2010-136-08-04-MEG-HIDALGO COUNTY FACILITIES MANAGEMENT –"ELECTRICAL MATERIALS AND SUPPLIES."**

   HIDALGO COUNTY FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT..

3. HIDALGO COUNTY FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT. 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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT–"ELECTRICAL MATERIALS & SUPPLIES"** 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 FACILITIES MANAGEMENT
P.O. BOX 1356
Edinburg, Texas 78539
Attn: Richard Sunday Director,
(956) 318-2646/ ext 4358

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**AUGUST 04, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

. **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with HIDALGO COUNTY FACILITIES MANAGEMENT ("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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-HIDALGO COUNTY FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT, 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 FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS AND SUPPLIES"
BID NO.: 2010-136-08-04-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT 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"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

SPECIFICATIONS:
Hidalgo County is seeking to encompass all services related to Electrical Materials and/or Supplies on an "As Needed Basis". The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Facilities Management. If items other than the model and manufacturer referenced in these specifications are offered, bidder should include descriptive literature, including specifications describing products offered as equal to, or better than required.

The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

Scope of Services:
The requirements parts contract will encompass all services project-related Electrical materials and supplies to the Hidalgo County including, but not limited to, the following:

REQUIREMENTS:

1. All parts will be on an "As-Needed Basis Only" There is no guaranteed annual volume.
2. Vendor will provide Original Equipment Manufacturer (OEM) parts as requested.
3. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
4. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
5 The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.
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 add or delete during the term of the contract under the same rates and conditions.

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. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

9. 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.

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

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, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, JULY 28, 2010 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY JULY 30, 2010 @ 5:00 P.M.

Electrical Materials and Supplies including, but not limited to, the following:

12/2 w/ground romex wire	10/2 w/ground romex wire
romex connectors straight	romex connectors angle
½' EMT conduit	¾" EMT conduit
1" EMT conduit	1 ¼ EMT conduit
1 ½" EMT conduit	2" EMT conduit
3" EMT conduit	4" EMT conduit
½' PVC conduit	¾" PVC conduit
1" PVC conduit	1 ¼" PVC conduit
1 ½" PVC conduit	2" PVC conduit
3" PVC conduit	3 ½" PVC conduit
4" PVC conduit	½" galvanize conduit
¾" galv. Conduit	1" galv. Conduit
2" galv. Conduit	1 ½" galv. Conduit

1	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT connectors straight
3	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT straps 1 hole
5	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	PVC straps 1 hole
7	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings die cast set screw
9	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings steel cast set screw
11	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings compressing tight
13	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Aluminum LB conduit with cover & gasket
15	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Galvanize conduits with cover & gasket
17	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Greenfield flrx connectors-angle
19	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Sealtight flex connectors-angle
21	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Greenfield

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
BID NO.: 2010-136-08-04-MEG

	#3		
1	¼ anchor bits-complete kits	[redacted]	#1 thhn wire stranded and solid
2	3/8 anchor bits- complete kits	[redacted]	#8 thhn wire stranded and solid
3	½" anchor bits-complete kits	[redacted]	#6 thhn wire stranded and solid
4	¾" anchor bits-complete kits	[redacted]	120 volt photocells
5	20 amp toggle switches	[redacted]	Galvanize spray
6	20 amp duplex receptacle	[redacted]	100 watt light bulbs
7	15 amp toggles switches	[redacted]	100 watt lamps
8	15 amp duplex receptacle	[redacted]	2x4 lamp lens
9	20 amp gfi duplex receptacle	[redacted]	2x2 lamps lens
10	MC cable 12/2, 12/3, 10/2, 10/3 with ground	[redacted]	¼ plastic anchor kits
11	[redacted]	[redacted]	8" cable ties
12	[redacted]	[redacted]	10" cable ties
13	[redacted]	[redacted]	12" cable ties
14	[redacted]	[redacted]	Plastic rings
15	[redacted]	[redacted]	Extension rings
16	[redacted]	[redacted]	Weatherproof covers 1 gang
17	[redacted]	[redacted]	Weatherproof covers 2 gang
18	[redacted]	[redacted]	4 sq. boxes EMT, PVC & Cast Iron
19	[redacted]	[redacted]	240v 1 phase load center 30 circuit
20	[redacted]	[redacted]	120v 1 phase load center 42 circuit
21	20 amp 3 pole breakers snap on & bolt on	[redacted]	Toggle switch plates
22	30 amp 3 pole breakers snap on & bolt on	[redacted]	Toggle 2 gang plates
23	40 amp 3 pole breakers snap on & bolt on	[redacted]	Receptacle plates 1 gang
24	50 amp 3 pole breakers snap on & bolt on	[redacted]	Receptacle plates 2 gang
25	60 amp 3 pole breakers snap on & bolt on	[redacted]	Lo Amp 3 way switches
26	500 mcm thhn wire	[redacted]	150 Watt/175Watt/150 Watt High Base Bulbs
27	350 mcm thhn wire	[redacted]	4x4 Industrial Covers
28	300 mcm thhn wire	[redacted]	4x4 Industrial Quad outlet covers
29	250 mcm thhn wire	[redacted]	4x4 Industrial Single Pole switch
30	#3 mcm thhn wire	[redacted]	4x4 Industrial 2 Pole switch
31	#2 mcm thhn wire	[redacted]	4x4 Industrial 1 Device Cover
32	#10 thhn wire stranded	[redacted]	20 AMP-twist lock outlets; 30 AMP-twist lock outlet
33	#4 thhn wire stranded and solid	[redacted]	20 AMP-Male Adapters (for Outlet)
34	#12 thhn wire stranded and solid	[redacted]	20 AMP-Female Adapters

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

WARRANTY:

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

#1

1	12/2 w/ground romex wire			¾"PVC conduit	
2	10/2 w/ground romex wire			1" PVC conduit	
3	romex connectors straight			1 ¼" PVC conduit	
4	romex connectors angle			1 ½" PVC conduit	
5	½' EMT conduit			2" PVC conduit	
6	¾" EMT conduit			3" PVC conduit	
7	1" EMT conduit			3 ½" PVC conduit	
8	1 ¼ EMT conduit			4" PVC conduit	
9	1 ½" EMT conduit			½" galvanize conduit	
10	2" EMT conduit			¾" galv. Conduit	
11	3" EMT conduit			1" galv. Conduit	
12	4" EMT conduit			2" galv. Conduit	
13	½' PVC conduit			1 ½" galv. Conduit	

#2

#2	[illegible]	[illegible]	[illegible]	[illegible]
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

#2	5 PVC [illegible]	6 PVC [illegible]	7 [illegible]	8 EMT-Connectors die cast set screw
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

#2	9 EMT Couplings steel cast set screw	10 EMT Connectors steel cast set screw	11 [illegible]	12 EMT Connectors compression type
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

#2	13 Aluminum LB conduit w/ covers & gasket	14	15	16 Greenfield flex connectors straight
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

#2	17 Greenfield flex connectors-angle	18 Sealtight flex connectors straight	19	20 Sealtight
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

#2	21 Greenfield
Size	Price
½"	
¾"	
1"	
1 ¼"	
1 ½"	
2"	
3"	
4"	

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

# 3							
1	¼ anchor bits-complete kits			31	#1 thhn wire stranded and solid		
2	3/8 anchor bits- complete kits			32	#8 thhn wire stranded and solid		
3	½" anchor bits-complete kits			33	#6 thhn wire stranded and solid		
4	¾" anchor bits-complete kits			34	120 volt photocells		
5	20 amp toggle switches			35	Galvanize spray		
6	20 amp duplex receptacle			36	100 watt light bulbs		
7	15 amp toggles switches			37	100 watt lamps		
8	15 amp duplex receptacle			38	2x4 lamp lens		
9	20 amp gfi duplex receptacle			39	2x2 lamps lens		
10	MC cable 12/2, 12/3, 10/2, 10/3 w/ ground			40	¼ plastic anchor kits		
11	[illegible]	[illegible]		41	8" cable ties		
12	[illegible]	[illegible]		42	10" cable ties		
13	[illegible]	[illegible]		43	12" cable ties		
14	[illegible]	[illegible]		44	Plastic rings		
15	[illegible]	[illegible]		45	Extension rings		
16	[illegible]	[illegible]		46	Weatherproof covers 1 gang		
17	[illegible]	[illegible]		47	Weatherproof covers 2 gang		
18	[illegible]	[illegible]		48	4 sq. boxes EMT, PVC & Cast Iron		
19	[illegible]	[illegible]		49	240v 1 phase load center 30 circuit		
20	[illegible]	[illegible]		50	120v 1 phase load center 42 circuit		
21	20 amp 3 pole breakers	snap on		51	Toggle switch plates		
		bolt on					
22	30 amp 3 pole breakers	snap on		52	Toggle 2 gang plates		
		bolt on					
23	40 amp 3 pole breakers	snap on		53	Receptacle plates 1 gang		
		bolt on					
24	50 amp 3 pole breakers	snap on		54	Receptacle plates 2 gang		
		bolt on					
25	60 amp 3 pole breakers	snap on		55	Lo Amp 3 way switches		
		bolt on					
26	500 mcm thhn wire			56	150 watt/175watt/150 watt high base bulbs		
27	350 mcm thhn wire			57	4x4 Industrial Covers		
28	300 mcm thhn wire			58	4x4 Industrial Quad outlet covers		
29	250 mcm thhn wire			59	4x4 Industrial Single Pole switch		
30	#3 mcm thhn wire			60	4x4 Industrial 2 Pole switch		
31	#2 mcm thhn wire			61	4x4 Industrial 1 Device Cover		
32	#10 thhn wire stranded			62	20 AMP-twist lock outlets; 30 AMP-twist lock outlet		
33	#4 thhn wire stranded and solid			63	20 AMP-Male Adapters (for Outlet)		
34	#12 thhn wire stranded and solid			64	20 AMP-Female Adapters		

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

WARRANTY:

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE NO/FAX NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

TITLE:

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

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 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

	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.
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 ☐ 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	$
					GEN'L 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					

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"

CIQ FORM

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

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

VENDOR'S APPLICATION
&
W-9 FORM

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

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 FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

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"
PAYMENT SCHEDULE

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

OPENED 9:54am 8-04-2010 Witnessed

#1

	12/2 w/ground romex wire	328.78M	¾"PVC conduit	16.14c
	10/2 w/ground romex wire	548.00M	1" PVC conduit	23.56c
	romex connectors straight ½"	83.99c	1 ¼" PVC conduit	33.86c
	romex connectors angle ½"	28.60c	1 ½" PVC conduit	39.19c
	½' EMT conduit	17.92c	2" PVC conduit	49.72c
	¾" EMT conduit	35.26c	3" PVC conduit	102.61c
	1" EMT conduit	59.91c	3 ½" PVC conduit	131.15c
	1 ¼ EMT conduit	94.58c	4" PVC conduit	143.55c
	1 ½" EMT conduit	113.47c	½" galvanize conduit	119.05c
	2" EMT conduit	141.21c	¾" galv. Conduit	126.12c
	3" EMT conduit	307.26c	1" galv. Conduit	188.62c
	4" EMT conduit	436.71c	2" galv. Conduit	400.51c
	½' PVC conduit	14.98c	1 ½" galv. Conduit	310.41c

#2

#2				
½"	—	—	.07ea	.08ea
¾"	—	—	.12ea	.08ea
1"	—	—	.17ea	.14ea
1 ¼"	—	—	.24ea	.24ea
1 ½"	—	—	.40ea	.26ea
2"	—	—	.49ea	.36ea
3"	—	—	—	—
4"	—	—	—	—

#2				
Size	Price	Price	Price	Price
½"	~~.19ea~~	.17ea	.25ea	~~.37ea~~ .23ea
¾"	~~.21ea~~	.21ea	.40ea	~~.42ea~~ .37ea
1"	~~.38ea~~	.38ea	.74ea	~~1.33ea~~ .72ea
1 ¼"	~~.39ea~~	.39ea	1.32ea	~~1.78ea~~ 1.33ea
1 ½"	~~.35ea~~	.35ea	1.41ea	~~2.28ea~~ 1.78ea
2"	~~.43ea~~	.43ea	2.43ea	~~6.65~~ 2.28ea
3"	—	—	5.50ea	6.65ea
4"	—	—	7.48ea	10.09ea

#2				
Size	Price	Price	Price	Price
½"	.14ea	.13ea	.28ea	.23ea
¾"	.20ea	.19ea	.36ea	.27ea
1"	.34ea	.43ea	.64ea	.58ea
1 ¼"	.75ea	.71ea	1.06ea	.95ea
1 ½"	1.16ea	1.03ea	1.59ea	1.62ea
2"	1.50ea	1.48ea	2.03ea	2.14ea
3"	3.64ea	4.91ea	8.92ea	8.61ea
4"	4.89ea	7.42ea	14.36ea	12.37ea

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

Note "2"

#2	[illegible]	[illegible]	[illegible]	Greenfield flex connectors straight
Size	Price	Price	Price	Price
½"	3.97 ea	10.66 ea	—	.60 ea
¾"	6.14 ea	12.77 ea	—	1.17 ea
1"	4.88 ea	19.25 ea	—	2.68 ea
1 ¼"	14.94 ea	30.65 ea	—	5.41 ea
1 ½"	14.89 ea	39.59 ea	—	8.52 ea
2"	17.15 ea	65.34 ea	—	11.61 ea
3"	75.76 ea	—	—	24.06
4"	151.75 ea	—	—	93.88

#2	Greenfield flex connectors angle	Sealtight flex connectors straight	Sealtight flex connectors angle	Sealtight
Size	Price	Price	Price	Price
½"	.93 ea	1.47 ea	2.41 ea	.52 ft
¾"	1.80 ea	2.22 ea	3.68 ea	.68 ft
1"	6.84 ea	3.26 ea	7.45 ea	.94 ft
1 ¼"	9.30 ea	5.59 ea	11.47 ea	1.41 ft
1 ½"	27.01 ea	7.97 ea	13.92 ea	2.52 ft
2"	25.21 ea	14.58 ea	20.33 ea	3.04 ft
3"	92.99 ea	79.54 ea	104.24 ea	8.25 ft
4"	272.06 ea	93.10 ea	176.81 ea	12.94 ft

#2	[illegible]
Size	Price
½"	.51 ft
¾"	.70 ft
1"	1.28 ft
1 ¼"	1.64 ft
1 ½"	2.68 ft
2"	3.28 ft
3"	6.91 ft
4"	9.89 ft.

Note "1" ° price for LB only, gasket & cover seperate see attachment

Note "2" ° price For LB only, gasket & cover seperate see attachment.

OPENED
9:54 am
8-04-2010
Witnessed

OPENED 9:54am 8-04-2010 Witnessed

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

 # 3

1	¼ anchor bits-complete kits	6.80ea		#1 thhn wire stranded and solid *	1.48ft
2	3/8 anchor bits- complete kits	—		#8 thhn wire stranded and solid *	.30ft
3	½" anchor bits-complete kits	—		#6 thhn wire stranded and solid *	.47ft
4	¾" anchor bits-complete kits	—		120 volt photocells	10.46ea
5	20 amp toggle switches	1.43ea		Galvanize spray	20.79ea
6	20 amp duplex receptacle	1.01ea		100 watt light bulbs	.34ea
7	15 amp toggles switches	.52ea		100 watt lamps	—
8	15 amp duplex receptacle	.36ea		2x4 lamp lens	8.74ea
9	20 amp gfi duplex receptacle	9.26ea		2x2 lamps lens	—
10	MC cable 12/2, 12/3, 10/2, 10/3 w/ ground	416.00m		¼ plastic anchor kits	—
11		7.12ea		8" cable ties 3.78c	~~5.69c~~
		20.56ea			
		8.06ea		10" cable ties N/A	~~5.69c~~
		20.56ea			
		9.05ea		12" cable ties	5.69c
		20.56ea			
		9.05ea		Plastic rings s/device s/b raise	.40ea
		20.56ea			
		9.05ea		Extension rings 4X4 Ext.	1.39ea
		20.56ea			
		15.59ea		Weatherproof covers 1 gang	.64ea
		45.99ea			
		15.59ea		Weatherproof covers 2 gang	1.35ea
		45.99ea			
		15.59ea		4 sq. boxes EMT, ~~PVC or Cast Iron~~ 4X4	.48ea
		45.99ea			
		15.59ea		240v 1 phase load center 30 circuit QO130L150G	147.40ea
		45.99			
		15.59ea		120v 1 phase load center 42 circuit QO142L225G	286.89ea
		45.99ea			
20	20 amp 3 pole breakers — snap on	114.38ea		Toggle switch plates plastic	.20ea
	bolt on	151.42ea			
21	30 amp 3 pole breakers — snap on	114.38ea		Toggle 2 gang plates plastic	.41ea
	bolt on	151.42ea			
22	40 amp 3 pole breakers — snap on	114.38ea		Receptacle plates 1 gang plastic	.19ea
	bolt on	151.42ea			
23	50 amp 3 pole breakers — snap on	114.38ea		Receptacle plates 2 gang plastic	.41ea
	bolt on	151.42ea			
24	60 amp 3 pole breakers — snap on	114.38ea		Lo Amp 3 way switches 3 way 15 AMP	.89ea
	bolt on	151.42ea			
25	500 mcm thhn wire *	8.54ft	50	150 watt/175watt/150 watt high base bulbs	—
26	350 mcm thhn wire *	6.02Ft	51	4x4 Industrial Covers Blank cover	.25ea
27	300 mcm thhn wire *	5.15ft	52	4x4 Industrial Quad outlet covers	.97ea
28	250 mcm thhn wire *	4.32Ft	53	4x4 Industrial Single Pole switch	.99ea
29	#3 mcm thhn wire *	.93Ft	54	4x4 Industrial 2 Pole switch	1.16ea
30	#2 mcm thhn wire *	1.17ft	55	4x4 Industrial 1 Device Cover	.98ea
31	#10 thhn wire stranded *	185.59m	56	20 AMP-twist lock outlets 30 AMP-twist lock outlet	15.15ea 20.46ea
32	#4 thhn wire stranded and solid *	.74Ft	57	20 AMP-Male Adapters (for Outlet)	11.32ea
33	#12 thhn wire stranded and solid *	126.54 ~~60.27m~~	58	20 AMP-Female Adapters	18.23ea

Note "3" — Note "3" & see attachment for rest of the items.

* price on wire subject to change without notice

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

Only on special orders item, Lead time may vary

Non stock item.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

If Factory has the item we can ship it UPS Next Day Air

WARRANTY:

Yes, on factory defects

BIDDER/COMPANY NAME: Border States Electric

ADDRESS: 1924 W Trenton Rd

CITY/STATE/ZIP: Edinburg Tx 78539

PHONE NO/FAX NO: 618-2874 - 668-1971

E-MAIL ADDRESS: acerda@border-states.com

AUTHORIZED SIGNATURE: Alfonso Cerda

TITLE: Account Manager

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2009

PRODUCER
Marsh USA Inc.
600 Renaissance Center
Suite 2100
Detroit, MI 48243
Attn: EDIC Team F: 313-393-6505
06297 -00119--2010

THIS CERTIFICATION 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
BORDER STATES INDUSTRIES, INC.
PO BOX 2767
FARGO, ND 58108

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Co	16535
INSURER B: N/A	N/A
INSURER C: Federal Insurance Company	20281
INSURER D:	
INSURER E: N/A	N/A

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	GLO2866124-09	01/01/2010	01/01/2011	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES(Ea occurrence)	$ 500,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GENERAL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY	BAP2866125-09	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		X ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$ 1,000,000
C		OCCUR CLAIMS MADE	7983-33-01	01/01/2010	01/01/2011	AGGREGATE	$ 1,000,000
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2866123-09	01/01/2010	01/01/2011	X WC STATU-TORY LIMITS OTH-ER	$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N				E.L. EACH ACCIDENT	$ 1,000,000
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

JAN 06 2010

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

WORKERS' COMPENSATION DOES NOT APPLY TO THE MONOPOLISTIC STATES (ND, OH, WA, WV, AND WY), PUERTO RICO, OR THE VIRGIN ISLANDS.

CERTIFICATE HOLDER CHI-002532749-19

THE COUNTY OF HIDALGO
ATTN: MARY A. MALDONADO - CONTRACTS MGR
100 E CANO
4TH FLOOR
ADM BLDG
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
John C Hurley

ACORD 25 (2009/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2010

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
Marsh USA Inc.
600 Renaissance Center
Suite 2100
Detroit, MI 48243
Attn: EDIC Team F: 313-393-6505
06297-00119-2011

RECEIVED JAN 06 2011

INSURED
BORDER STATES INDUSTRIES, INC.
PO BOX 2767
FARGO, ND 58108

CONTACT NAME:
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D :	
INSURER E : N/A	N/A
INSURER F : N/A	N/A

COVERAGES **CERTIFICATE NUMBER:** CHI-003064451-25 **REVISION NUMBER:** 1

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			GLO2866124-10	01/01/2011	01/01/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 500,000 5,000 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS NON-OWNED AUTOS			BAP2866125-10	01/01/2011	01/01/2012	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 DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2866123-10	01/01/2011	01/01/2012	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)
WORKERS' COMPENSATION DOES NOT APPLY TO THE MONOPOLISTIC STATES (ND, OH, WA, WV, AND WY), PUERTO RICO, OR THE VIRGIN ISLANDS. CERTIFICATE HOLDER IS ADDITIONAL INSURED ON GENERAL LIABILITY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE INSURED. A WAIVER OF SUBROGATION APPLIES FOR GENERAL LIABILITY AND WORKER'S COMPENSATION IN FAVOR OF THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S Closner Blvd
Edinburg, TX

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
of Marsh USA Inc.
John C Hurley

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0020578 SP 0136 -C01-P20588-I

HIDALGO COUNTY
2802 S Closner Blvd
Edinburg, TX



AI-28326 **7. G.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County-Bio-Hazardous Waste Disposal Services" Bid No. 2011-233-SMA including the re-advertising of project in the event no bids received and project is still required.

BACKGROUND

1.) Current Contract expires 12/31/11
2.) Draft Contract Document form was previously reviewed & modified by by legal counsel on 08/25/11
3.) Proposed Schedule of Events:
1st Advertisement: September 10, 2011
2nd Advertisement: September 17, 2011
Bid Opening Date: September 28, 2011

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1100-441-00-340-003-0-421
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 ACCT. #: 1100-423-21-280-002-0-421
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 ACCT. #: 1100-423-32-330-001-0-421
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2012 ACCT. #: 1292-441-00-350-001-1-421
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: CO WIDE
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No funds required at this phase of procurement process.

Attachments

Backup for Approval of Specs

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 01:50 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:14 PM
Rosalinda Cantu	Rosie Cantu	08/31/2011 03:48 PM
Auditor's Office	Arcilia Duran	09/02/2011 10:05 AM

Form Started By: Sandra Montalvo Started On: 08/30/2011 09:58 AM

Final Approval Date: 09/02/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
AUG 23 2011
By

MEMORANDUM

(Approval of Specifications)

TO: Norma Longoria, WIC Program — via: mague.gonzalez@wic.co.hidalgo.tx.us
Israel "Buddy" Silva, Juvenile Probation — via: elena.gaitan@jpd.co.hidalgo.tx.us
Eddie Olivarez, Health & Human Services — via: josie.escalante@hchd.org
Anacleto "Sonny" Martinez, Sheriff's Office — via: juan.tapia@hidalgoso.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **August 16, 2011**

RE: Approval of Specifications for: Bid No.: 2011-233-00-00-SMA-HIDALGO COUNTY- *"BioHarzardous Waste Disposal Services for Hidalgo County Departments"*

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 1-1100-423-21-280-002-0-421

Emilia Uriegas	Emilia Uriegas	HCSO	08/24/11
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Monday, August 24, 2011 @ 10:00 A.M.

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
AUG 17 2011
By 1:30pm

MEMORANDUM

(Approval of Specifications)

TO: Norma Longoria, WIC Program — via: magueGonzalez@wic.co.hidalgo.tx.us
Israel "Buddy" Silva, Juvenile Probation — via: elena.gaitan@jpd.co.hidalgo.tx.us
Eddie Olivarez, Health & Human Services — via: josie.escalante@hchd.org
Anacleto "Sonny" Martinez, Sheriff's Office — via: juan.tapia@hidalgoso.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **August 16, 2011**

RE: Approval of Specifications for: Bid No.: 2011-233-00-00-SMA-HIDALGO COUNTY-
"BioHarzardous Waste Disposal Services for Hidalgo County Departments"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: _____YES / _____NO/_____Other

(Specify) _____

BUDGET ACCOUNT #: 2-1100-42332-330-001-0-331 (42)

AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE
	Israel "Buddy" Silva	JPD	8-16-11

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Monday, August 24, 2011 @ 10:00 A.M.

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO: Norma Longoria, WIC Program — via: mague.gonzalez@wic.co.hidalgo.tx.us
Israel "Buddy" Silva, Juvenile Probation — via: elena.gaitan@jpd.co.hidalgo.tx.us
Eddie Olivarez, Health & Human Services — via: josie.escalante@hchd.org
Anacleto "Sonny" Martinez, Sheriff's Office — via: juan.tapia@hidalgoso.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **August 16, 2011**

RE: Approval of Specifications for: Bid No.: 2011-233-00-00-SMA-HIDALGO COUNTY- *"BioHarzardous Waste Disposal Services for Hidalgo County Departments"*

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☒	

FUNDS AVAILABILITY:_____YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #: 1-1100-441-00-340-003-0-421

	Eduardo Olivarez	Health+Human Servs	8/24/11
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Monday, August 24, 2011 @ 10:00 A.M.

Enclosures

HIDALGO COUNTY HEALTH & HUMAN SERVICES Scheduled Pick up for Bio Hazards- 2nd and 3rd Wednesday between 1:00 PM and 4:00 PM **** estimated average of 600 – 2 gallon containers and 100 one quart containers per year****			
	LOCATION	Scheduled Service (Weekly, bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Edinburg Clinic 3105 E. Richardson Edinburg, Texas 78539 Phone: (956)318-2040 Supervisor: ~~Maricela Hernandez, R.N.~~ Laila De Leon, R.N.	once a month	4 boxes
2)	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: ~~Marisol Escamilla~~, R.N. Laura Reyes	once a month	3 boxes
3)	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Cecilia Lopez, R.N.	once a month	3 boxes
4)	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Norma Garza, R.N.	once a month	5 boxes
5)	Mission Clinic 211 N. Schurebach Road Mission. Texas 78572 Phone: (956)585-2461 Supervisor: Victoria Garza, R.N.	once a month	5 boxes
6)	Pharr Clinic ~~1903 N. Firs~~ 300 E Hall Acres Phone: (956)787-1531 Supervisor: Lilia Velasco, R.N.	once a month	4 ~~5~~ boxes
7)	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Elva Murphy, R.N.	once a month	3 boxes
8)	Pulmonary Clinic (South Entrance) 1304 South 25th Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: ~~Gloria Salinas, R.N., TB Program Manager~~ Julia Alvarez-Obregon, R.N.	once a month	4 boxes

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO: Norma Longoria, WIC Program — via: mague.gonzalez@wic.co.hidalgo.tx.us
Israel "Buddy" Silva, Juvenile Probation — via: elena.gaitan@jpd.co.hidalgo.tx.us
Eddie Olivarez, Health & Human Services — via: josie.escalante@hchd.org
Anacleto "Sonny" Martinez, Sheriff's Office — via: juan.tapia@hidalgoso.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: August 16, 2011

RE: Approval of Specifications for: Bid No.: 2011-233-00-00-SMA-HIDALGO COUNTY-
"BioHarzardous Waste Disposal Services for Hidalgo County Departments"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 1292-441-00-350-001-1-421

Norma Longoria	Norma Longoria	WIC	8/16/11
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Monday, August 24, 2011 @ 10:00 A.M.

Enclosures

Sandra Montalvo

From: Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 11:46 AM
To: Sandra Montalvo
Subject: Re: HIDALGO COUN TY-BIOHAZARDOUS WASTE DISPOSAL SERVICES

1.1292.441.00.350.001.1.421

Margarita Gonzalez, Accountant IV
mague.gonzalez@wic.co.hidalgo.tx.us

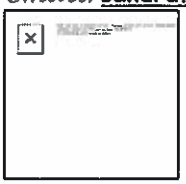
Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017 Fax

-----Original Message-----
From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
Sent 8/17/2011 10:22:51 AM
To: mague.gonzalez@wic.co.hidalgo.tx.us
Subject: HIDALGO COUN TY-BIOHAZARDOUS WASTE DISPOSAL SERVICES

Mague,

Please provide me with your account number...

Thank you,
Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department
2812 S. Bus. Hwy. 281
Edinburg, Tx 78539
Office-(956)318-2626 ext. 4865
Fax-(956)318-2629 or (956)292-7612
Email: **sandra.montalvo@co.hidalgo.tx.us**



From: Cynthia Delacruz [mailto:cynthia.delacruz@co.hidalgo.tx.us]
Sent: Wednesday, August 17, 2011 9:21 AM
To: sandra.montalvo@co.hidalgo.tx.us
Subject: FW: A fax has arrived from remote ID ".

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services for Hidalgo County Departments"

RFB NO. 2011-233-00-00-SMA

PROJECT OVERVIEW:

Hidalgo County is soliciting bids for the Pickup and Disposal of *"Bio-Hazardous Waste Disposal Services For Hidalgo County Departments"* on an as needed basis but not limited to the following:

SPECIFICATIONS/REQUIREMENTS, TERMS & CONDITIONS:

1) Vendor must be registered with the Texas Commission of Environmental Quality (TCEQ) as a transporter of untreated medical waste an insured to handle, transport, treat, and dispose of all applicable biohazard medical waste products

2) Vendor shall have a minimum of three (3) years of experience in the frilled of Medical Waste Removal and Disposal Services. The company should be actively engaged in the service of pick-up and disposal of contaminated infectious, regulated bio-hazardous and /or medical waste

3) Vendor must identify the landfill site to which waste materials are to be delivered. In the event vendor is not the owner or operator of the landfill site, vendor must provide Hidalgo County with copies of documents authorizing vendor to dispose of bio-hazardous medical waste materials in such landfill.

4) Vendor must provide a copy of the current permit of the landfill site issued by the **Texas Commission on Environmental Quality** evidencing authorization for the disposal of bio-hazardous medical waste products. In addition, vendor should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a bio-hazardous medical waste collection and disposal business.

5) All medical waste must be transported and disposed in conjunction with current and existing EPA, OSHA, JCAH, DOT Federal and State of Texas, Texas Commission of Environmental Quality, Local and Federal Regulation's and Requirements.

6) Vendor shall conduct all pick-ups during normal business hours of 8:00a.m.-5:00p.m. CST, Monday-Friday, excluding County Holidays. Vendor(s) will make arrangements with the requesting department before scheduling service to insure county personal will be available to sign the required manifest documents.

7) Vendor will be required to collect all medical waste disposal materials generated by the Hidalgo County Adult Detention Facility, Juvenile Probation Department, Health Department, WIC Program and all mobile clinics.

8) Vendor must provide the following:

   a) Number of CARDBOARD and liners including size and description to be provided by vendor at ***no additional charge.***

9) All charges-labor, personnel, service, supervision, administration, reporting, documentation, manifest, cardboard boxes, labels, material, supplies, insurance, licenses permits, equipment, vehicles, pick-up, disposal, transportation shipping, handling fuel surcharges, and all other costs associated with this contract must be included in the flat rates. Delivery and Services will be F.O.B.; Hidalgo County as indicated on each designated purchase order

10) The term of the contract will be for a one (1) year with the county's option to extend an additional two (2) one (1) year at the same rates, terms and conditions **and** may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process..

11) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation.

12) Hidalgo County reserves the right to award the bid to MULTIPLE vendors if the County determines it is in its best interest to do

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so.

13) Hidalgo County reserves the right to award to a primary and secondary vendor.

14) Quantities indicated in the sealed quote are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the sealed quote price.

15) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantageous to the County.

16) Vendor must submit a complete **manifest and tracking** documentation generated by treatment facility, and that the procedures certify that the manifest is in compliance with state and federal regulations to bio-hazardous medical waste disposal.

17) Awarded vendor(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C"- for limits).

18) The successful vendor 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.

19) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

20) After quote is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with sealed quote agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, county shall charge the successful bidder the difference for any additional cost of such item.

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

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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:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) 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, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, month, date, 2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, month date , 2011 by 5:00 p.m.

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Waste Pick-up Schedule:

Vendor(s) shall coordinate the medical waste pick-up with each individual department unless a pre-determined schedule has been determined by user department. Note All pick-ups schedule are subjected to change by Hidalgo County. Below is tentative schedule subject to change by Hidalgo County.

HIDALGO COUNTY WIC PROGRAM Contact Person: Margarita Gonzalez-956-318-4646			
LOCATIONS/CLINICS		**Scheduled Service** (Weekly, bi-weekly, monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Edinburg WIC Clinic 3105 E. Schunior Edinburg, Texas	WEEKLY	3 boxes
2)	La Joya WIC Clinic 204 W. 2 nd La Joya, Tx	Every 2 months	3 boxes
3)	Mission WIC Clinic 211 S. Schuback Mission, Tx	twice a month	3 boxes
4)	Las Milpas WIC Clinic 7013 S. Cage Pharr, Tx	once a month	3 boxes
5)	McAllen WIC Clinic 300 E. Hackberry McAllen, Tx	once a month	3 boxes
6)	Progreso WIC Clinic 5 Mile S. Bus 83 FM 1015 Progreso, Tx	Every 2 months	3 boxes
7)	Pharr WIC Clinic 1903 W. Fir Pharr, Tx	Bi weekly	3 boxes
8)	Hidalgo WIC Clinic 702 Tejano Street Hidalgo, Tx	once a month	3 boxes
9)	Alton WIC Clinic 3509 E. Main. Alton, Tx	once a month	3 boxes
10)	Donna WIC Clinic 301 S. 8th Donna, Tx	once a month	3 boxes
11)	Sullivan WIC W. Hwy 83 Sullivan, Tx	once a month	3 boxes
12)	Weslaco WIC I 1901 N. Bridge Weslaco, TX	once a month	3 boxes
13)	Rio Grande WIC 604 N. Garza Street Rio Grande City, Tx	once a month	3 boxes
14)	Edinburg WIC Mobile 3105 W. University Edinburg, Tx	once a month	3 boxes

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15)	Edinburg WIC II 113 Dawson Edinburg, Tx	once a month	3 boxes
16)	Mission WIC II 722 N. Breyfogle Mission, Tx	Every 2 weeks	3 boxes
17)	Mercedes WIC 504 S. Texas Mercedes, Tx	once a month	3 boxes
18)	McAllen WIC II 220 S. Bicentennial McAllen, Tx	once a month	3 boxes
19)	McAllen WIC III 3001 S. 23rd McAllen, Tx	once a month	3 boxes
20)	Pharr WIC II 1903 N. Fir Pharr (Temp. Address)	Every 3 mo	3 boxes
21)	San Juan WIC 509 Earling Rd. San Juan, Tx	twice a month	3 boxes
22)	San Carlos WIC(San Carlos Comm. Center) 230 N. 86th St- East Hwy 107 San Carlos, Tx	once a month	3 boxes
23)	Alton WIC II 3519 S. Main Suite B Mission, Tx	once a month	3 boxes
24)	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, Tx	twice a month	3 boxes
25)	Weslaco WIC II 417 S. Oregon Weslaco, TX	once a month	3 boxes
26)	Elsa WIC 708 E. Edinburg Elsa, Tx	once a month	3 boxes
27)	Rio Grande City WIC (Temporary) 604 N. Garza Rio Grande City, Tx	once a month	3 boxes
28)	Roma WIC 1505 N. Grant Roma, Tx	once a month	3 boxes
29)	Alamo WIC Clinic 1429 S. Tower Road Alamo, Tx	once a month	3 boxes

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HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT Contact Person: Elena Gaitan 956-587-6200			
LOCATION		Scheduled Service (Weekly, bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Judge Mario E. Ramirez Jr. Juvenile Justice Center 1001 N. Doolittle Rd. Edinburg, Tx	once a month	2 boxes
HIDALGO COUNTY SHERIFF'S OFFICE Contact Person: Juan Tapia 956-383-8114			
LOCATION		Scheduled Service (Weekly, bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Infirmary 701 E. Cibolo Rd. Edinburg, Tx	twice a month	8 boxes
2)	Law Enforcement CSI Office 711 E. Cibolo Rd Edinburg, Tx	monthly	1 box

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HIDALGO COUNTY HEALTH & HUMAN SERVICES Scheduled Pick up for Bio Hazards- 2nd and 3rd Wednesday between 1:00 PM and 4:00 PM **** estimated average of 600 – 2 gallon containers and 100 one quart containers per year****			
LOCATION		Scheduled Service (Weekly, bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Edinburg Clinic 3105 E. Richardson Edinburg, Texas 78539 Phone: (956)318-2040 Supervisor: Laila De Leon, R.N.	once a month	4 boxes
2)	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Laura Reyes, R.N.	once a month	3 boxes
3)	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Cecilia Lopez, R.N.	once a month	3 boxes
4)	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Norma Garza, R.N.	once a month	5 boxes
5)	Mission Clinic 211 N. Schurebach Road Mission. Texas 78572 Phone: (956)585-2461 Supervisor: Victoria Garza, R.N.	once a month	5 boxes
6)	Pharr Clinic 300 E. Hall Acres Phone: (956)787-1531 Supervisor: Lilia Velasco, R.N.	once a month	4 boxes
7)	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Elva Murphy, R.N.	once a month	3 boxes
8)	Pulmonary Clinic (South Entrance) 1304 South 25th Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: Julia Alvarez-Obregon, R.N.	once a month	4 boxes

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Bid No: 2011-233-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

OPENING DATE:

September 00, 2011 @ 9:30a.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

Form
HCPD-03

1. Sealed bids will be received for ***"Hidalgo County-Bio-Hazardous Waste Disposal Services"*** 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. All sealed 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 NO. 2011-233-00-00-SMA-** ***Hidalgo County-Bio-Hazardous Waste Disposal Services"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 2:00 p.m. Wednesday, , 2011.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered 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.

    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.

13. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

14. **DELIVERY INSTRUCTIONS: (**if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, 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

15. 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 and Contract No. (if any)
  d) Notation- ***Hidalgo County-Bio-Hazardous Waste Disposal Service"*** 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, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening 9:30 P.M.	**September , 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond; Payment Under Contract (if applicable for public works projects):

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. 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
"BIO-HAZARDOUS WASTE DISPOSAL SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Sandra Montalvo

From: Rocio Villarreal [rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, August 25, 2011 4:52 PM
To: sandra.montalvo@co.hidalgo.tx.us
Subject: FW: biohazardous waste disposal services
Attachments: ~max0003.PDF; C-11-233-00-00-Bio-Hazardous Medical Waste Disposal Service-Draft Agreement.doc

Have corrected as requested by legal. You can proceed to utilize attached draft agreement.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 25, 2011 2:42 PM
To: 'Rocio Villarreal'; elena.gomez@co.hidalgo.tx.us
Subject: FW: biohazardous waste disposal services

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, August 25, 2011 2:25 PM
To: 'Martha Salazar'
Subject: biohazardous waste disposal services

Please make proposed changes.

Stephen L. Crain
ATLAS & HALL, LLP
818 Pecan Boulevard
P. O. Box 3725
McAllen, Texas 78501-3725
Telephone no. (956) 682-5501
Facsimile no. (956) 686-6109

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

sealed

BIOHAZARDOUS WASTE DISPOSAL SERVICES
C-11-233-00-00

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the_day of_____, 2011 between the County of Hidalgo, Texas ("County") and **Bio-Ops, LLC** a Texas Limited Liability Company ("Contractor").

WITNESETH:

Whereas, County has requested that prospective bidders submit seal quotes for the collection and disposal of waste materials generated by Hidalgo County Health and Humans Services , the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Sealed Quotes for Bio-hazardous Medical Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Specifications"); and

Whereas, Contractor has submitted a seal quote to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Bid Page"); and

Whereas, County has determined that Contractor's Sealed Quote constitutes the lowest and best bid for such services pursuant to the RFSQ; and

Whereas, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Contractor will provide collection services for all by Hidalgo County Health and Humans Services , the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics on an "on call" for a term of one (1) year from and after the effective date hereof with the option to extend two (2) one (1) year at the same rates, terms, and conditions. 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. Each County department or program covered hereby will assemble its medical waste (as

defined in 30 TAC §330.2) in the dedicated medical waste containers/boxes provided by Contractor at no additional cost to the County prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers/boxes and contents shall be _____ 00/100ths Dollars ($00.00) per container/box. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.

3. Contractor will be responsible for all tracking and manifest documentation procedures for the medical waste, which Contractor represents and warrants are in compliance with its permits and all applicable laws and regulations. Upon acceptance of the waste by Contractor and execution of a manifest by County's authorized representative, Contractor is granted all right, title and interest to the waste. Procedures subsequent to Contractor's acceptance of the containers and waste will comply with applicable permits and local, state and federal regulations regarding the handling and disposition of medical waste materials.

4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:

   A. A $500,000 general liability policy with limits of at least $100,000/$300,000 in accordance with the Texas Tort Claims Act;
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and laws, regulations or ordinances. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and transport operations or the disposal of waste ~~at the locations described in paragraph 3, above~~. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility, ~~at the locations~~

Medical

described in paragraph 3, above.

6. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Contractor's or that of any person providing services hereunder by or through Contractor. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

7. **Miscellaneous Provisions**

7.01 **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.

7.02 **No Waiver.** No waiver by County 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.

7.03 **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 County and Contractor, and not otherwise.

7.04 **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.

7.05 **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 County: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Contractor:

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.

7.06 **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.

7.07 **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.

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

7.09 **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.

7.10 **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

7.11 **Authority to Execute**. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

Where is the ~~Compliance~~ Current revenue clause

7.12 **Termination.** This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

In witness where of, the parties have executed this Agreement effective as of the day and year first

above written.

COUNTY OF HIDALGO, TEXAS

Company:

By: _____

Printed Name: _____

_____
Ramon Garcia, County Judge

ATTEST:

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____

_____
Arturo Guajardo Jr., County Clerk

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BIOHAZARDOUS WASTE DISPOSAL SERVICES
C-11-233-00-00

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the_day of_____, 2011 between the County of Hidalgo, Texas ("County") and **Bio-Ops, LLC** a Texas Limited Liability Company ("Contractor").

W I T N E S E T H:

Whereas, County has requested that prospective bidders submit seal quotes for the collection and disposal of waste materials generated by Hidalgo County Health and Humans Services , the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Sealed Quotes for Bio-hazardous Medical Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Specifications"); and

Whereas, Contractor has submitted a sealed quote to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Bid Page"); and

Whereas, County has determined that Contractor's Sealed Quote constitutes the lowest and best bid for such services pursuant to the RFSQ; and

Whereas, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Contractor will provide collection services for all by Hidalgo County Health and Humans Services , the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics on an "on call" for a term of one (1) year from and after the effective date hereof with the option to extend two (2) one (1) year at the same rates, terms, and conditions. 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. Each County department or program covered hereby will assemble its medical waste (as

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defined in 30 TAC '330.2) in the dedicated medical waste containers/boxes provided by Contractor at no additional cost to the County prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers/boxes and contents shall be _____ 00/100ths Dollars ($00.00) per container/box. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.

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4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:

   A. A $500,000 general liability policy with limits of at least $100,000/$300,000 in accordance with the Texas Tort Claims Act;
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and laws, regulations or ordinances. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and transport operations or the disposal of medical waste. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility.

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6. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Contractor=s or that of any person providing services hereunder by or through Contractor. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

7. **Miscellaneous Provisions**

7.01 **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.

7.02 **No Waiver**. No waiver by County 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.

7.03 **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 County and Contractor, and not otherwise.

7.04 **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.

7.05 **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:

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If to County: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Contractor:

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.

7.06 **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.

7.07 **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.

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

7.09 **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.

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7.11 **Authority to Execute**. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

7.12 **Termination.** This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

7.13 **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

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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).

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Company:

By: _____

Printed Name: _____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____

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AI-28345 **7. H.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance of “Certificate of Construction Completion” reflecting the date of August 5, 2011 from Mission Paving Company, Inc. for Tower Road Phase II Road and Drainage Improvement Project, as reviewed and submitted by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department (C-10-363-01-11).
2. Request approval for Application for Payment No. 3 (Retainage Release) in the amount of $28,504.59 submitted by Mission Paving Company, Inc., awarded contractor for the, "Tower Road Phase II Road & Drainage Improvement Project, and as certified for payment by project engineer, Raul E. Sesin, PE through contract No. C-10-363-01-11;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-122-049-0-731

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

BUDGETARY IMPACT:

PO #653954 available balance in the amount of $117,750.71.

**pending processing of payment no.2 (AI-27999). After payment retainage available will be $28,504.59 (current available balance in account is $19,112.90 from payment no.1) 1-1342-206-00-000-001-0-000

Attachments

Payment Appl. 3 Retainage

Substantial Completion

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 02:36 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:43 PM
Roland Garcia	Rolando Garcia	08/31/2011 04:03 PM
Auditor's Office	Arcilia Duran	09/02/2011 02:52 PM
Dina Trevino	Erika Zamora	09/02/2011 03:26 PM
Roland Garcia	Monica Badillo	09/02/2011 04:57 PM

Form Started By: Moises Salazar Started On: 08/31/2011

Final Approval Date: 09/02/2011

APPLICATION FOR PAYMENT NO. 3 (Retainage Release)

To: **HIDALGO COUNTY** (OWNER)
From: **MISSION PAVING COMPANY, INC.** (CONTRACTOR)
Contract: **C-10-363-01-11**
Project: **TOWER ROAD PHASE 2 ROAD AND DRAINAGE IMPROVEMENTS PROJECT**
Owner's Contract No. **C-10-363-01-11** Engineer's Project No. 2010-363-11-24-MSS
For Work accomplished through the date of: **August 17, 2011**

1. Original Contract Price:		$285,312.10
2. Net change by Change Order and Written Agreements(+or-):		$ 23,567.59
3. Current Contract Price (1 plus 2):		$308,879.69
4. Total completed and stored to date:		$285,045.89
5. Retainage (per Agreement):		
0% of completed Work:	$ -	
0% of stored material	$ -	
Total Retainage:	$ -	
6. Total completed and stored to date less retainage (4 minus 5)		$285,045.89
7. Less previous Application for Payments:		$256,541.30
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 28,504.59

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date August 25, 2011

Mission Paving Company, Inc.
CONTRACTOR

By: _____
James J. Schroeder, President

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 25th day of August

Norma N. Quintanilla
Notary Public
My Commission expires: 3/30/13

NORMA N. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 08/26/11

HIDALGO COUNTY PLANNING DEPT.
ENGINEER

By: _____ PE

INVOICE RECEIVED BY: _____ ON 8/30/2011

GOODS/SERVICES RECEIVED BY: Hector Palacios ON 8/30/2011

NORMA N QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

Estimate Quantity Update Worksheet

Date: 17-Aug-11

Colonia:
Roadway: Tower Road
Control:
Project No: 2010-363-11-24-MSS
County: Hidalgo
Est. No: 3 (Retainage Release)

Contractor: Mission Paving Company, Inc.
Contract Price: $308,879.69
Work Done this Mo.: $285,045.89
% Complete: 92.28%

Date Began: 9-Mar-11
Contract Time: 150
Time Charged: 136
% Time Used: 90.67%

Work Type: Paving & Drainage
Limits:
From: Sioux Road
To: Minnesota Road

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	ROADWAY CONSTRUCTION													
1	Prime Coat (MC-30) Entire Base & Leave	SY	24,739	$1.20	$29,686.80	13,586	13,586	$16,303.20	6689	20,275	$8,026.80		0	0.00
	ready for HMAC Installation (Estimated 4,948 gal.)													
2	6" Compacted Caliche (Labor Only)	SY	26,901	$2.35	$63,217.35	14,815	14,815	$34,815.25	8185	23,000	$19,234.75		0	0.00
3	5" Compacted Caliche (Labor Only)	SY	2,129	$1.90	$4,045.10	0	0	$0.00	2129	2,129	$4,045.10		0	0.00
4	Tensar TX 5 TriAx Geogrid	SY	26,901	$3.20	$86,083.20	13,816	13,816	$44,211.20	7184	21,000	$22,988.80		0	0.00
5	Excavate, Treat and Rework Existing Road Section	SY	22,979	$3.35	$76,979.65	14,815	14,815	$49,630.25	8185	23,000	$27,419.75		0	0.00
	to Achieve Proposed Finished Base													
6	Traffic Control	LS	1	$6,500.00	$6,500.00	0.67	0.670	$4,355.00	0.33	1	$2,145.00		0	0.00
7	Permanent Pavement Markings Including but	LS	1	$18,800.00	$18,800.00	0.00	0	$0.00	1	1	$18,800.00		0	0.00
	not Limited to Thermal Palstic 4" Yellow Solid and													
	Center Lines, 4" White Edge Line, 24" White Stop													
	Line and Type IIAA Raised Pavement Markers													
C.O. #1	Additional 690 feet of Road Improvements													
	South of Sioux Road	LS	1	$23,567.59	$23,567.59	0	0	$0.00	1	1	$23,567.59			
C.O. #2	Inclement weather & delays of construction by	Day	30											
	county. Added days to contract.													

Monthly Totals:	$149,314.90	#########	0.00
Roadway:	$149,314.90	#########	0.00
Material On Hand:	$0.00	$9,503.20	0.00

Total to Date

Roadway:	$275,542.69
Material On Hand:	$9,503.20
Total	$285,045.89

Prepared and Checked By:

Signature:
Printed Name: Sam Vaughn

Date: 8/25/2011

Certificate of Substantial Completion

PROJECT: **TOWER ROAD PHASE 2 ROAD AND DRAINAGE IMPROVEMENTS**

PROJECT NUMBER: **C-10-363-01-11**

OWNER: **HIDALGO COUNTY PRECINCT NO. 2**

CONTRACTOR: **MISSION PAVING COMPANY, INC.**

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Hidalgo County Planning Dept.		08-05-11
Engineer	By: Raul E. Sesin, P.E.	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 0.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by 08-05-11.
Date

Mission Paving Company, Inc.		8/5/11
Contractor	By	Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on 08-05-11.
Date

Hidalgo County Precinct No. 2		
Owner	By	Date

AI-28311 **7. I.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting acceptance and approval of:
1. Application for Payment No. 3 (Final) in the amount of $50,841.00;
2. Application for Payment No. 4 (Retainage Release) in the amount of $11,864.80;
3. “Certificate of Construction Completion” reflecting the date of August 17, 2011; from Valley Paving, Inc. for Ariel Hinojosa Subdivision as reviewed and submitted by project engineer, Javier Hinojosa Engineering (C-CAP-10-395-04-05).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-123-055-0-731/733

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

BUDGETARY IMPACT:

Available funds in P.O. #658111 as of 8/31/11 are $56,490.00.
Obj Code 731: $32,735.00
Obj Code 733: $23,755.00

FISCAL YEAR: 2011 ACCT. #: 1-1312-206-00-000-020-0-000

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

BUDGETARY IMPACT:

Available funds for Retainage as of 8/31/11 are $11,864.80 (pending approval of Payment #3). Refer to P.O. #658111.

Current Balance	$6,215.80
Pmt #3 Retainage	$5,649.00
Total Retainage	**$11,864.80**

Attachments

Application for Payment No.3 Final Ariel Hinojosa Subdivision

Application for Payment No.4 Retainage Release Ariel Hinojosa Subdivision

Certificiate of Construction Completion Ariel Hinojosa Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	08/30/2011 09:43 AM
Purchasing Department	Marty Salazar	08/31/2011 01:41 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:13 PM
Perla Lopez	Perla Lopez	08/31/2011 02:44 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:23 PM

Form Started By: Marcie Jackson Started On: 08/29/2011 02:19 PM

Final Approval Date: 09/01/2011

APPLICATION FOR PAYMENT NO. 3 FINAL

To: HIDALGO COUNTY (OWNER)

From: VALLEY PAVING, INC. (CONTRACTOR)

Contract: BORDER COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION FOR ARIEL HINOJOSA SUBDIVISION"

Owner's Contract No. CCAP-10-395-04-05 Engineer's Project NO. _____

For Work accomplished through the date of: August 8, 2011

1. Original Contract Price:		$118,648.00
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$118,648.00
4. Total completed and stored to date:		$118,648.00
5. Retainage (per Agreement):		
10% of completed Work:	$11,864.80	
0% of stored material	$0.00	
Total Retainage:		$11,864.80
6. Total completed and stored to date less retainage (4 minus 5)		$106,783.20
7. Less previous Application for Payments:		$55,942.20
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$50,841.00

Accompanying Documentation:

1. Schedule of Values a/k/a 1257/1258
2. List of Suppliers and Sub-contractors
3. Partial Waiver of Liens (Sub-contractor
4. TxDot Form 252 Contract Time Statem
5. Payroll Report w/signed Wage Form

REQ.# 195684 P.O.# 658111
1-1312-431-00-123-055-0-731→$32,735.00
<-3,273.50>=$29,461.50

REQ.# 195684 P.O.# 658111
1-1312-431-00-123-055-0-733→$23,755.00
<-2,375.50>=$21,379.50

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous Work done under the Contract referred to above have been a obligations incurred in connection with Work covered by prior inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 08/08/2011

VALLEY PAVING, INC.
(CONTRACTOR)

By: _____
OSCAR CORDOVA, PRESIDENT
321 E. 2 MILE LN.
MISSION, TEXAS 78574

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 8th day of AUGUST, 2011

Rosalinda Trevino
Notary Public
My Commission expires: 02/23/2015

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 8/15/11

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
JAVIER HINOJOSA, P.E.
416 E. DOVE AVE
MCALLEN, TX 78501

INVOICE RECEIVED BY: _____ ON 8/18/11
GOODS/SERVICES RECEIVED BY: _____ ON 8/18/11

EJCDC No. 1910-8-E (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specification Institute.

VALLEY PAVING, INC.	Contractor Name
06/02/11	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.	3 (FINAL)
Application Date:	8/15/2014
Period To:	07/05/11 - 08/08/11
Engineer Firm	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
M1080055	Ariel Hinojosa Subd.	$ 118,648.00	$ -	$ 29,982.00	$ 32,176.00	$ 56,490.00	$ 118,648.00	$ -	$ 11,864.80	$ 106,783.20	$ 55,942.20	$ 50,841.00
		$ 118,648.00	$ -	$ 29,982.00	$ 32,176.00	$ 56,490.00	$ 118,648.00	$ -	$ 11,864.80	$ 106,783.20	$ 55,942.20	$ 50,841.00

VALLEY PAVING, INC. — Contractor Name

6/2/2011 — Starting Date

Project Ending Date

ROAD & DRAINAGE - ARIEL HINOJOSA — Engineer's / County Project Description

Application No.: 3 (FINAL)

Application Date: 8/15/2011

Period To: 07/05/11 -08/08/11

Engineer's / County Project No.: C-CAP-10-395-04-05

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		ROADWAY																			
		ARIEL HINOJOSA SUBDIVISION																			
1	100	Preparig ROW	STA	$ 800.00	13.03	$ 10,424.00	$ -	0.00	$ -	13.03	13.03	$ 10,424.00	0.00	13.03	$ -	-	13.0	$ -	$ 10,424.00	0	$ -
2	247	8" FLEX BASE (Compl in Place)	SY	$ 6.50	4054.00	$ 26,351.00	$ -	0.00	$ -	-	0.00	$ -	4054.00	4054.00	$ 26,351.00	-	4,054.0	$ -	$ 26,351.00	0	$ -
3	251	Reworking BS Mtrl. (DC) (TY D CL2)	SY	$ 2.00	4054.00	$ 8,108.00	$ -	0.00	$ -	4,054.00	4054.00	$ 8,108.00	0.00	4054.00	$ -	-	4,054.0	$ -	$ 8,108.00	0	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 5.00	811.00	$ 4,055.00	$ -	0.00	$ -	-	0.00	$ -	0.00	0.00	$ -	811.00	0.0	$ 4,055.00	$ 4,055.00	0	$ -
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 7.00	3475.00	$ 24,325.00	$ -	0.00	$ -	-	0.00	$ -	0.00	0.00	$ -	3,475.00	0.0	$ 24,325.00	$ 24,325.00	0	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,000.00	3.00	$ 3,000.00	$ -	0.00	$ -	1.00	1.00	$ 1,000.00	1.00	2.00	$ 1,000.00	1.00	2.0	$ 1,000.00	$ 3,000.00	0	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 15.00	30.00	$ 450.00	$ -	0.00	$ -	-	0.00	$ -	15.00	15.00	$ 225.00	15.00	15.0	$ 225.00	$ 450.00	0	$ -
8	5249	Temporary Sediment Control Fence	LF	$ 5.00	210.00	$ 1,050.00	$ -	0.00	$ -	210.00	210.00	$ 1,050.00	0.00	210.00	$ -	-	210.0	$ -	$ 1,050.00	0	$ -
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 3.00	210.00	$ 630.00	$ -	0.00	$ -	-	0.00	$ -	0.00	0.00	$ -	210.00	0.0	$ 630.00	$ 630.00	0	$ -
10	501	Type III Barricade	EA	$ 2,500.00	1.00	$ 2,500.00	$ -	0.00	$ -	-	0.00	$ -	0.00	0.00	$ -	1.00	0.0	$ 2,500.00	$ 2,500.00	0	$ -
11		Relocate Mail Boxes	LS	$ 5,000.00	1.00	$ 5,000.00	$ -	0.00	$ -	1.00	1.00	$ 5,000.00	0.00	1.00	$ -	-	1.0	$ -	$ 5,000.00	0.0	$ -
		Total Roadway ARIEL HINOJOSA SUBDIVISION				**$ 85,893.00**			**$ -**			**$ 25,582.00**			**$ 27,576.00**			**$ 32,735.00**	**$ 85,893.00**		**$ -**
		DRAINAGE																			
12	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 25.00	325.00	$ 8,125.00	$ -	0.00	$ -	-	0.00	$ -	-	0.00	$ -	325.00	0.0	$ 8,125.00	$ 8,125.00	0	$ -
13	530	Driveway (Concrete 3000 PSI)	SY	$ 54.00	195.00	$ 10,530.00	$ -	0.00	$ -	-	0.00	$ -	-	0.00	$ -	195.00	0.0	$ 10,530.00	$ 10,530.00	0	$ -
14	556	15" ADS Culvert Pipe	LF	$ 20.00	450.00	$ 9,000.00	$ -	0.00	$ -	220.00	220.00	$ 4,400.00	230.00	450.00	$ 4,600.00	-	450.0	$ -	$ 9,000.00	0	$ -
15	556	18" RCP Culvert Pipe	LF	$ 50.00	70.00	$ 3,500.00	$ -	0.00	$ -	-	0.00	$ -	0	0.00	$ -	70.00	0.0	$ 3,500.00	$ 3,500.00	0	$ -
16	556	Safety End Treatment	EA	$ 800.00	2.00	$ 1,600.00	$ -	0.00	$ -	-	0.00	$ -	-	0.00	$ -	2.00	0.0	$ 1,600.00	$ 1,600.00	0	$ -
														0.00	$ -	-	0.0	$ -			
		Total Drainage ARIEL HINOJOSA SUBDIVISION				**$ 32,755.00**			**$ -**			**$ 4,400.00**			**$ 4,600.00**			**$ 23,755.00**	**$ 32,755.00**		**$ -**

Grand Total for Ariel Hinojosa Subd. **$ 118,648.00**

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

5/18/11
Date

Exhibit E-D

APPLICATION FOR PAYMENT NO. 4 RETAINAGE RELEASE

To: HIDALGO COUNTY (OWNER)

From: VALLEY PAVING, INC. (CONTRACTOR)

Contract: BORDER COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION FOR ARIEL HINOJOSA SUBDIVISION"

Owner's Contract No. CCAP-10-395-04-05 Engineer's Project NO. _____

For Work accomplished through the date of: August 8, 2011

1. Original Contract Price:			$118,648.00
2. Net change by Change Order No. 1 and Written Agreements(+):			$0.00
3. Current Contract Price (1 plus 2):			$118,648.00
4. Total completed and stored to date:			$118,648.00
5. Retainage (per Agreement):			
0%	of completed Work:	$0.00	
0%	of stored material	$0.00	
	Total Retainage:		$0.00
6. Total completed and stored to date less retainage (4 minus 5)			$118,648.00
7. Less previous Application for Payments:			$106,783.20
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)			$11,864.80

Accompanying Documentation:
1. Schedule of Values a/k/a 1257/1258
2. Certificate of Construction Completion
3. Contractor's Affidavit of Release (Waiver) of Lien (with power of Attorney)(B)
4. Affidavit of Payment of Debts
5. Letter of Warranty
6. Release of Lien

REQ.# 195684 P.O.# 658111
1-1312-206-00-000-020-0-000→$11,864.80
ARIEL HINOJOSA SUBDIVISION

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 & FINAL RETAINAGE inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 08/08/2011

VALLEY PAVING, INC.
(CONTRACTOR)

By: _____
OSCAR CORDOVA, PRESIDENT
321 E. 2 MILE LN.
MISSION, TEXAS 78574

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 8th day of AUGUST, 2011

Rosalinda Trevino
Notary Public
My Commission expires: 02/23/2015

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 8/23/11

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
JAVIER HINOJOSA, P.E.
416 E. DOVE AVE
MCALLEN, TX 78501

INVOICE RECEIVED BY: _____ ON 8/24/11
GOODS/SERVICES RECEIVED BY: _____ ON 8/24/11

EJCDC No. 1910-8-E (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specification Institute.

Valley Paving, Inc.	Contractor Name
June 2, 2011	Starting Date
August 8, 2011	Project Ending Date
10%	Retainage Percent

Application No:	4 Retainage Release
Application Date:	August 23, 2011
Period To:	7/5/11-8/8/11
Engineer Firm:	Javier Hinojosa Engineering

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Application No.1	Payment Application No.2	Payment Application No.3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080055	Ariel Hinojosa	$ 118,648.00	$ 29,982.00	$ 32,176.00	$ 56,490.00	$ 118,648.00	$ -	$ 11,864.80	$ 118,648.00	$ 106,783.20	$ 11,864.80
		$ 118,648.00	$ 29,982.00	$ 32,176.00	$ 56,490.00	$ 118,648.00	$ -	$ 11,864.80	$ 118,648.00	$ 106,783.20	$ 11,864.80

VALLEY PAVING, INC. — Contractor Name

6/2/2011 — Starting Date

8/8/2011 — Project Ending Date

ROAD & DRAINAGE - ARIEL HINOJOSA — Engineer's / County Project Description

Application No.: 4 (RETAINAGE)

Application Date: 8/23/2011

Period To: 07/05/11 -08/08/11

Engineer's / County Project No.: C-CAP-10-395-04-05

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month			Fourth Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																						
		ARIEL HINOJOSA SUBDIVISION																						
1	100	Preparig ROW	STA	$ 800.00	13.03	$ 10,424.00	$ -	0.00	$ -	13.03	13.03	$ 10,424.00	0.00	13.03	$ -	-	13.03	$ -	-	13.03	$ -	$ 10,424.00	0	$ -
2	247	8" FLEX BASE (Compl in Place)	SY	$ 6.50	4054.00	$ 26,351.00	$ -	0.00	$ -	-	0.00	$ -	4054.00	4054.00	$ 26,351.00	-	4,054.00	$ -	-	4,054.00	$ -	$ 26,351.00	0	$ -
3	251	Reworking BS Mtrl. (DC) (TY D CL2)	SY	$ 2.00	4054.00	$ 8,108.00	$ -	0.00	$ -	4,054.00	4054.00	$ 8,108.00	0.00	4054.00	$ -	-	4,054.00	$ -	-	4,054.00	$ -	$ 8,108.00	0	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 5.00	811.00	$ 4,055.00	$ -	0.00	$ -	-	0.00	$ -	0.00	0.00	$ -	811.00	0.00	$ 4,055.00	-	811.00	$ -	$ 4,055.00	0	$ -
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 7.00	3475.00	$ 24,325.00	$ -	0.00	$ -	-	0.00	$ -	0.00	0.00	$ -	3,475.00	0.00	$ 24,325.00	-	3,475.00	$ -	$ 24,325.00	0	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,000.00	3.00	$ 3,000.00	$ -	0.00	$ -	1.00	1.00	$ 1,000.00	1.00	2.00	$ 1,000.00	1.00	2.00	$ 1,000.00	-	3.00	$ -	$ 3,000.00	0	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 15.00	30.00	$ 450.00	$ -	0.00	$ -	-	0.00	$ -	15.00	15.00	$ 225.00	15.00	15.00	$ 225.00	-	30.00	$ -	$ 450.00	0	$ -
8	5249	Temporary Sediment Control Fence	LF	$ 5.00	210.00	$ 1,050.00	$ -	0.00	$ -	210.00	210.00	$ 1,050.00	0.00	210.00	$ -	-	210.00	$ -	-	210.00	$ -	$ 1,050.00	0	$ -
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 3.00	210.00	$ 630.00	$ -	0.00	$ -	-	0.00	$ -	0.00	0.00	$ -	210.00	0.00	$ 630.00	-	210.00	$ -	$ 630.00	0	$ -
10	501	Type III Barricade	EA	$ 2,500.00	1.00	$ 2,500.00	$ -	0.00	$ -	-	0.00	$ -	0.00	0.00	$ -	1.00	0.00	$ 2,500.00	-	1.00	$ -	$ 2,500.00	0	$ -
11		Relocate Mail Boxes	LS	$ 5,000.00	1.00	$ 5,000.00	$ -	0.00	$ -	1.00	1.00	$ 5,000.00	0.00	1.00	$ -	-	1.00	$ -	-	1.00	$ -	$ 5,000.00	0.0	$ -
		Total Roadway ARIEL HINOJOSA SUBDIVISION				$ 85,893.00			$ -			$ 25,582.00			$ 27,576.00			$ 32,735.00			$ -	$ 85,893.00		$ -
		DRAINAGE																						
12	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 25.00	325.00	$ 8,125.00	$ -	0.00	$ -	-	0.00	$ -	-	0.00	$ -	325.00	0.00	$ 8,125.00	-	325.00	$ -	$ 8,125.00	0	$ -
13	530	Driveway (Concrete 3000 PSI)	SY	$ 54.00	195.00	$ 10,530.00	$ -	0.00	$ -	-	0.00	$ -	-	0.00	$ -	195.00	0.00	$ 10,530.00	-	195.00	$ -	$ 10,530.00	0	$ -
14	556	15" ADS Culvert Pipe	LF	$ 20.00	450.00	$ 9,000.00	$ -	0.00	$ -	220.00	220.00	$ 4,400.00	230.00	450.00	$ 4,600.00	-	450.00	$ -	-	450.00	$ -	$ 9,000.00	0	$ -
15	556	18" RCP Culvert Pipe	LF	$ 50.00	70.00	$ 3,500.00	$ -	0.00	$ -	-	0.00	$ -	0	0.00	$ -	70.00	0.00	$ 3,500.00	-	70.00	$ -	$ 3,500.00	0	$ -
16	556	Safety End Treatment	EA	$ 800.00	2.00	$ 1,600.00	$ -	0.00	$ -	-	0.00	$ -	-	0.00	$ -	2.00	0.00	$ 1,600.00	-	2.00	$ -	$ 1,600.00	0	$ -
														0.00	$ -	-	0.00	$ -	-	0.00	$ -			
		Total Drainage ARIEL HINOJOSA SUBDIVISION				$ 32,755.00			$ -			$ 4,400.00			$ 4,600.00			$ 23,755.00			$ -	$ 32,755.00		$ -

Grand Total for Ariel Hinojosa Subd. $ 118,648.00

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

8/23/11
Date

Exhibit E-D

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 17TH DAY OF AUGUST, 2011 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: April 5, 2011
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Valley Paving, Inc.
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Road and Drainage Construction for Ariel Hinojosa Subdivision

CONTRACT NO: C-CAP-10-395-04-05
Located in or near the City/**Precinct** No. 3

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$118,648.00
Present Amount of Contract	$118,648.00
Total Amount of earned to Date	$118,648.00
Less: previous payments	$106,783.20
Balance	$ 11,864.80
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 11,864.80

6. That the final payment in the amount of Eleven Thousand Eight Hundred Sixty Four Dollars and Eighty Cents ($11,864.80) is now due and payable.

Javier Hinojosa Engineering
By: Javier Hinojosa, P.E.

CONCURRED BY:

Valley Paving, Inc.

By: Oscar Cordova

Title: Member

CONCURRED BY:

Hidalgo County Judge

By: Ramon Garcia

Title: County Judge

AI-28297 **7. J.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Cooperative Agreements:
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary/ fiscal impact.

Attachments

New Vendors
TASB-Melhart Music Center
DIR-CDW 1381
TPASS-Laundry Equipment
Updated Vendor's List
CDW-Adult Probation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 02:59 PM
Budget & Management	Merlen P. Munoz	08/31/2011 03:02 PM
Rosalinda Cantu	Rosie Cantu	08/31/2011 03:12 PM
Budget & Management	Merlen P. Munoz	08/31/2011 03:14 PM
Purchasing Department	Angela Garcia	08/31/2011 03:56 PM
Rosalinda Cantu	Rosie Cantu	08/31/2011 04:11 PM
Budget & Management	Merlen P. Munoz	08/31/2011 04:18 PM
Rosalinda Cantu	Merlen P. Munoz	08/31/2011 04:19 PM
Auditor's Office	Arcilia Duran	09/01/2011 04:19 PM

Form Started By: Tanya Delira Started On: 08/26/2011 01:50 PM

Final Approval Date: 09/01/2011



< Return to search results < Return to Main Search

Panasonic Computer Solutions Company

URL Vendor Website
Vendor ID 1362786846905
HUB Type Non HUB

DIR Contract Number DIR-SDD-1365
Contract Term End Date 6/10/2012
Contract Exp Date 6/10/2014

Panasonic Computer Solutions Company
Contact David Knisely
Phone (973) 303-7727
Fax 832-754-0041

DIR
Contact Sergio Upton
Phone (512) 936-3101
Fax (512) 475-4759

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-1365

Standard Terms and Conditions PDF - 242 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 374 KB | Updated 07/07/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 7 KB | Updated 06/15/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

< No thanks, return to search

How to Order

1. For product and pric Panasonic Computer website or contact D 7727. Reseller Vend through this Contrac Vendor contact liste product and pricing
2. Generate a purchase Panasonic Computer Reseller Vendor liste reference the DIR C **1365** on your purch
3. E-mail or Fax your p form to your designa representative.

Available Brands

Panasonic

Available Products & Ser

Mobile Digital Video/Mobile

Additional Contract Infor

There are no additional docu contract

Capitol Complex Directory
Statewide Search
Sponsored Sites
Planned Procurement Schedule
Document Library
SAO Fraud Reporting
Homeland Security
Sunset Review Notification
FAQs
Site Policies
Site Map
Job Postings

Reseller Vendor Contacts

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Addr
Austin Ribbon & Computer Supplies, Inc.	1742339797900	Woman Owned	Ryan Grant	Phone: (512) 681-6200 Fax: 512-452-0691	9211 Austi
CDW Government, LLC	1364230110800	Non HUB	Brandi Steckel	Phone: (847) 371-7104 Fax: (312) 705-9492	230 M Verno
Ingram User Interface	1264784542400	Asian/Male	Scott Ingram	Phone: (888) 539-0992 x101 Fax: 512-857-9104	P.O. Hous
Insight Public Sector, Inc.	1363949000500	Non HUB	Erica Falchetti	Phone: (800) 467-4448 x3071 Fax: (480) 760-6128	6820 Temp
John Wright Associates	1752872369900	Non HUB	John Wright	Phone: 817-459-2001 Fax: 817-459-2515	Arlin
Paradigm System Solutions, Inc.	1412191485800	Non HUB	Rick Woodard	Phone: (214) 675-4388	3419 Dalla
Portable Computer Systems, Inc.	1841396969400	Non HUB	Kathy Pakkebier	Phone: (303) 346-2487 Fax: 303-346-4274	1285 Golde

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Product Search

HOME ABOUT BIDDERS MEMBERS

TIPS/TAPS HOTLINE
(866) 839-8477

TIPS/TAPS FAX
(866) 839-8472

OR EMAIL US

NOT A MEMBER?
BECOME ONE TODAY!

POTENTIAL BIDDERS

VENDOR DETAILS

Printer Friendly Version

TIPS Vendor: Chemical Response & Remediation Contractors, Inc.

Serving States: AL,AZ,AR,CA,CO,CT,DE,DC,FL,GA,HI,ID,IL,IN,IA,KS,KY,LA,MD, ,MA,MI,MS,MO,NE,NV,NH,NM,NC,ND,OH,OK,OR,PA,RI,SC,TN,TX,UT,VT,VA,W

Contract Information: Contract Type: Regular Contract Number: 2052810

Contract Expiration Date: 05/28/2012 Commodity: Professional Consulting and Other Related Services

Service/Product Description: Provides environmental services for industry & government. CRRC offers a bi range of services, including but not limited to: Emergency Incident and Spill Response, Mold Assessment and Remediation, Asbestos Consultant and Abatement, Demolition, Geotech Drilling and Soil Sampling, Air Monitoring, Emergency Contingency Planning, and Training.

Website: http://www.chemicalresponse.com

Vendor Contact (s):

Name: David A. Hanawa
Position: President
Phone: 956-365-4252
Fax : 956-365-4412
Mobile : 956-778-8180
E-Mail: dhanawa@chemicalresponse.com

Name: Juan Cadenas
Position: Administrative Mgr
Phone: 956-365-4252
Fax : 956-365-4412
Mobile : 956.778.2746
E-Mail : jcadenas@chemicalresponse.com

Purchase Order Requirements: Fax all PO's to 866-839-8472. Write "TIPS ORDER" on all PO's.

FAX or MAIL ALL Purchase Orders to:

Address: PO Box 1894
City: Mount Pleasant
State: TX
Zip: 75456
FAX: 866-839-8472

Federal ID Number:

Payment to:

Address: PO Box 2686
City : Harlingen
State: TX
ZIP : 78551

TIPS/TAPS Contact:

Name : Kim Thompson
Phone : 866-839-8477
Fax : 866-839-8472
E-mail : tips@reg8.net
Mobile : 903-243-4789

MWBE/HUB Status:

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VENDOR DETAILS

Printer Friendly Version

TIPS Vendor: Chemical Response & Remediation Contractors, Inc.

Serving States: AL,AZ,AR,CA,CO,CT,DE,DC,FL,GA,HI,ID,IL,IN,IA,KS,KY,LA,MD, ,MA,MI,MS,MO,NE,NV,NH,NM,NC,ND,OH,OK,OR,PA,RI,SC,TN,TX,UT,VT,VA,W

Contract Information: Contract Type: Regular Contract Number: 3042811

Contract Expiration Date: 4/28/2012 Commodity: Trades, Temporary Labor and Materials

Service/Product Description: Provides environmental services for industry & government. CRRC offers a bi range of services, including but not limited to: Emergency Incident and Spill Response, Mold Assessment and Remediation, Asbestos Consultant and Abatement, Demolition, Geotech Drilling and Soil Sampling, Air Monitoring, Emergency Contingency Planning, and Training.

Website: http://www.chemicalresponse.com

Vendor Contact (s):

Name: David A. Hanawa
Position: President
Phone: 956-365-4252
Fax : 956-365-4412
Mobile : 956-778-8180
E-Mail: dhanawa@chemicalresponse.com

Name: Juan Cadenas
Position: Administrative Mgr
Phone: 956-365-4252
Fax : 956-365-4412
Mobile : 956.778.2746
E-Mail : jcadenas@chemicalresponse.com

Purchase Order Requirements: Fax all PO's to 866-839-8472. Write "TIPS ORDER" on all PO's.

FAX or MAIL ALL Purchase Orders to:
Address: PO Box 1894
City: Mount Pleasant
State: TX
Zip: 75456
FAX: 866-839-8472

Federal ID Number:

Payment to:
Address: PO Box 2686
City : Harlingen
State: TX
ZIP : 78551

TIPS/TAPS Contact:
Name : Kim Thompson
Phone : 866-839-8477
Fax : 866-839-8472
E-mail : tips@reg8.net
Mobile : 903-243-4789

MWBE/HUB Status:

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Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts: Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

ERGOGENESIS
Contract TXMAS-11-71080

On-Line Catalog/Order Processing

OFFICE FURNITURE

Corporate Office:
ERGOGENESIS, LLC
ONE BODYBILT PLACE
NAVASOTA TX 77868
USA

Send PO to:
ERGOGENESIS
ONE BODYBILT PLACE
NAVASOTA TX 77868
USA
Vendor ID: 10437197287

Invoice From:
ERGOGENESIS
ONE BODYBILT PLACE
NAVASOTA TX 77868
USA
Vendor ID:

Delivery:	4 WEEKS FROM CONFIRMED RECEIPT OF ORDER
FOB Point:	ORIGIN; PREPAY AND ADD
Terms:	NET 30 DAYS
Remit To:	ERGOGENESIS ONE BODYBILT PLACE NAVASOTA TX 77868 USA Vendor ID:
Vendor ID:	10437197287
Business Type:	Small
DUNS #:	124632725
Effective:	7/14/2011
Expires:	5/5/2016

CONTACT: ERNEST P. NYCZ
Phone 972-377-8191
ENYCZ@ERGOGENESIS.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 7/14/2011 through 5/5/2016 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-27F-0043X.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $50
Maximum Order: $200,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-3421.

Texas.gov | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

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#28297 9/6/11

Vendor Contract Information

Proposal Documents | Back

Vendor: Melhart Music Center
Address: 3325 North 10th Street
McAllen, TX 78501
Phone: (956) 682-6147
Contact: Jim Melhart
Email: jmelhart@melhart.com
Website: www.melhart.com
Federal ID: 74-1681112
Accepts RFQs: Yes
Contract: Audio Visual Equipment & Supplies #313-09
Effective Date: 5/1/2009
Expiration Date: 4/30/2012
Payment Terms: Net 30 Days
Delivery Days: 60
Shipping Terms: See contract exceptions
Freight Terms: FOB Destination
Ship Via: Company Truck
Quote Reference Number:
313-09
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Freight will be added to JBL and Yorkville sound equipment.
Return Policy: Returns accepted with prepaid freight
Additional Dealers: None

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Contract Number: **Dir-Sdd-1381**

Results **1-4** of 4.

+Products and Services

Network

Network (1)
Networking Equipment (1)
Networking Products ... (1)

Telecommunications

Tele - Network Servi... (1)

+Brand

Cisco (4)

+Vendor/Reseller

CDW Government, LLC (4)
CompSol (4)

+HUB Type

Non HUB (4)

Contracts by Product/Service Category

Product Sub-Type	Contract No.	Vendor Name	HUB Type
Networking Products and Services	DIR-SDD-1381	CDW Government, LLC	Non HUB
Networking Equipment	DIR-SDD-1381	CDW Government, LLC	Non HUB
Tele - Network Services	DIR-SDD-1381	CDW Government, LLC	Non HUB
Network	DIR-SDD-1381	CDW Government, LLC	Non HUB

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Results **1-4** of 4.

Capitol Complex Directory
Statewide Search
Sponsored Sites
Planned Procurement Schedule

Document Library
SAO Fraud Reporting
Homeland Security
Sunset Review Notification

FAQs
Site Policies
Site Map
Job Postings

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

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CDW Government, LLC

URL Vendor Website
Vendor ID 1364230110800
HUB Type Non HUB
E-Rate Qualified

DIR Contract Number DIR-SDD-1381
Contract Term End Date 6/9/2013
Contract Exp Date 6/9/2014

How to Order

1. For product and pricing information, visit the CDW Government, LLC website or contact Jay Carlisle at (866) 224-6448.
2. Generate a purchase order, made payable to CDW Government, LLC. You must reference the DIR Contract Number **DIR-SDD-1381** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

CDW Government, LLC

Contact Jay Carlisle
Phone (866) 224-6448
Fax (312) 705-9492

DIR

Contact Kathy Fleming
Phone (512) 936-9864
Fax (512) 475-4759

Contract Overview

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Contract: DIR-SDD-1381

Standard Terms and Conditions PDF - 247 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 322 KB | Updated 06/14/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 27 KB | Updated 06/03/2011
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Available Brands

Cisco

Available Products & Services

Network
Networking Equipment
Networking Products and Services
Tele - Network Services

< No thanks, return to search

Additional Contract Information

Amendment 1 (98 KB)

Reseller Vendor Contacts

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
CompSol	1522114485800	Woman Owned	Sheryl Greiner	Phone: (979) 824-4440 Fax: (281) 605-5999	7607 Eastmark Drive, Suite 253-D College Station, TX 77840

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Consent
28297 #
9/6/11

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NOTE: The products listed are for use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

Contract Details

500-M1 LAUNDRY EQUIPMENT

8/2010 through 7/2012

A. DESCRIPTION OF CONTRACT: TPASS MANAGED CONTRACT NO. 500-M1
LAUNDRY EQUIPMENT

B. HOW TO ORDER:
Customers must issue an internal purchase order and reference CPA Contract No. 500-M1 to be eligible for Contract pricing.

For State Agencies: Use Purchase Category Code C

NIGP Class/Item code(s) is listed on each item and can be found on the Contract Pricing Information.

The Contractor agrees not to ship any materials until issuance of a Purchase Order by the State Agency, Higher Education or Cooperative member.

C. CONTRACTORS AND CONTRACT DOCUMENTATION:

CONTRACT PRICING INFORMATION (XLS)

MUSTANG ACQUISITION (PDF)

RAMCO LAUNDRY MACHINERY (PDF)

SKYLINE EQUIPMENT (PDF)

TEXAS LAUNDRY SERVICE (PDF)

Payee ID No.: 17429286275
Mustang Acquisition
1238 West Laurel
San Antonio, TX 75201
Steven Dubinski
Phone: 210-734-3644
Fax: 210-734-0046
E-mail: dubinski2@yahoo.com

Payee ID No.: 1752343421900
Ramco Laundry Machinery
2925 114th Street
Grand Prairie, TX 75050-6497
Ralph McMillan
Phone: 817-640-5100
Fax:817-649-7259
E-mail: ralphmcmillan@ramcolaundry.com

Payee ID No.: 1741694061100
Skyline Equipment Inc.
16502 Northchase Drive: Suite A
Houston, TX 77060
Donna Tiede
Phone: 800-444-1227
Fax:281-445-5459
E-mail: info@skylineequipment.com

Payee ID No.: 17600695450
Texas Laundry Service Co.
3750 Red Bluff Road

Pasadena, TX 77503
Diane Klingman
Phone: 713-472-4083
Fax:713-472-8731
E-mail: dklingmantexaslaundry@yahoo.com

EXPEDITED PAYMENT TERM DISCOUNT: Texas Laundry Service: 1% if paid in ten (10) days.

D. TERM OF CONTRACT: August 1, 2010 through July 31, 2011
Renewal Term: August 1, 2011 to July 31, 2012

RENEWAL OPTIONS:
2nd Renewal Period: August 1, 2012 through July 31, 2013
3rd Renewal Period: August 1, 2013 through July 31, 2014
4th Renewal Period: August 1, 2014 through July 31, 2015

E. DELIVERY: Please refer to the Contract Pricing Information

F. SHIPPING INFORMATION: All shipping shall be F.O.B. destination. Prices include all shipping, delivery, fuel surcharges, handling fees and installation. The contractor shall uncrate, set up, install with all necessary factory included hoses and power hook-ups ready to be utilized. Remove and dispose of all crating/packing material from the customer's premises.

G. WARRANTY: Standard manufacturer's one (1) year parts and labor.

H. SUBSTITUTIONS: During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the Contract Manager of the substitution before making delivery.

I. CPA CONTRACT MANAGEMENT: Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:

TPASS Contract Management Office (TCMO)
Texas Comptroller of Public Accounts (CPA)
Fax: (512) 936-0040
E-mail: tpass_cmo@cpa.state.tx.us

J. TPASS CONTACT: Questions concerning technical specifications should be directed to:

Melissa McIlroy, CTPM, CTCM
Texas Procurement and Support Services
Phone: (512) 463-3174
E-mail: melissamcilroy@cpa.state.tx.us

K. ADDING NEW PRODUCTS TO THE CONTRACT: Following the contract award, additional products of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. Customers are encouraged to request additional items by contacting the TPASS contract manager.

L. CONTRACTOR PERFORMANCE:

The Comptroller of Public Accounts (CPA) administers a vendor performance program for use by all ordering entities per Texas Government Code, Title 10, Subtitle D, Section 2155.077. The Vendor Performance and Debarment Program relies on the ordering entity's participation in gathering information on vendor performance. Ordering Entities shall report vendor performance on purchases over $25,000 from contracts administered by the commission or any other purchase over $25,000 made through delegated authority granted by CPA (TAC 20.108). Agencies are additionally encouraged to report vendor performance on purchases under $25,000.

Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM.

The purpose of the Vendor Performance Tracking System is to:

- Identify vendors that have exceptional performance.
- Aid purchasers in making a best value determination based on vendor past performance.
- Protect the state from vendors with unethical business practices.
- Provide performance scores in four measurable categories for the CMBL vendors.
- Track vendor performance for delegated and exempt purchases.

Required Plug-ins

[Adobe Reader , MS Excel Viewer]

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
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
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
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	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
7/05/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/01/2011-5/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
7/12/2011	Farber Specialty Vehicles	Mobile Command/Emergency Management/Bio Terrorist Vehicles	300-08	9/1/2008-8/31/2011
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
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	7/01/2010 - 6/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	Ikon Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	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	355-10	11/1/2010 - 10/31/2013
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
	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
9/6/2011	***Melhart Music Center***	**Audio Visual Equipment & Supplies**	**313-09**	**5/1/2009 – 4/30/2012**
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	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
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
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	339-10	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
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012

	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
	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
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

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	5/2010-01/2012
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-6/2011
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-6/2011
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	02/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2011
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	3/2010-8/31/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-9-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2011
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
	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- 6/2011
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-6/2011
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	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	11/2005-12/2099
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-11/2011

10/19/10	Precision Delta Corp.	Police Equipment & Accessories	680-A1	1/2010-10/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-8/2011
	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-8/2011
7/5/2011	Rally			
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2011
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-8/2011 3/2010-2/2012
	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	7/2007/9/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 9/2011
	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
9/6/2011	***Texas Laundry Service***	**Laundry Equipment**	**500-M1**	**8/1/2011-7/31/2012**
8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 9/2011
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011
7/5/2011	Zams, Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 6/2011

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	9/28/2011
12/28/2010 6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, 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	592 673 1364 835	 08/2011 12/2012
	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	

8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2012
9/6/2011	***CDW Government, LLC***	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	**1381**	**6/9/2014**
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	5/13/2014
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	
6/14/2011	CASO Document Management	Software	1429	7/7/2011-7/7/2014
	Cima Solutions Group	Software	292	
	Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509	
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/2011-7/17/2013
	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	
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	
7/27/2010 3/15/2011	Environmental Systems Res. Institution	Software 1/5/2011 Product and Services	492 1637	3/3/2011-3/3/2015
	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
7/26/2011	Momar, Inc.	Waste Water Chemicals	333-09	12/1/2009-11/30/2012
09/06/2011	***Paradigm Systems Solutions, Inc.***	**Computer Solutions,**	**1365**	**06/10/11-06/20/14**
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products &	1367	5/20/11-5/20/14

		Services	1547	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	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	11/18/2011-11/18/2012
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	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	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	5/10/2006-8/26/2011
	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	8-58I020	1/25/2008-1/31/2015
3/22/2011	Copy Graphics Inc	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2001-9/30/2011
	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
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2012

	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
09/06/2011	***Ergogenesis, LLC***	**Office Furniture**	**11-71080**	**07/14/2011-05/05/2016**
	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	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-5/31/2012
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
05/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	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
	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
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	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	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 8/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2012

	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	7/5/2007-7/31/2015
	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	8/26/2002-2/28/2014
	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	5/31/2004-8/31/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	5/31/2004-8/31/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2012 7/23/2012
8/30/2011	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	3042811 2052810	4/28/2012 5/28/2012

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-9/30/2011
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	1/31/2013
	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	12/31/2011
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
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
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
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	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
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
05/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	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
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
	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
6/29/2010	Galls/Aramark		GS-07F-0157M	
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

3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
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	
	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
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

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	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 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**

Requisition

Req # 00201806

PO #

Date: 08/30/11

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: ADULT PROBATION
3100 S BUSINESS HWY 281
P.O. BOX 970
EDINBURG TX 78540

Contact: **JANIE MEDRANO**
956-587-6141

Contract No: **#TCPN R4713**

Special Instructions:
REQ.#630

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		~~NOT A TCPN R4713~~		
		DO NOT DUPLICATE ORDER		
3.00	EACH	WS-C3750-48PS-E-RF CISCO CATALYST 3750-48PS NETWORK SWITCH	5,821.95	17,465.85
		Account No	Encumbrance	
		1-1297-423-00-320-008-1-745	17,465.85	
			Freight	.00
			Total	17,465.85
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

201806

CDW CDW-G CDW Canada Your Account Manager Jay Carlile Shopping Cart 1 Items Support Hi Veronica (not you?) Log Off

Shop CDW-G My Account Print This Page

All Categories Search for... GO

Products Services Solutions Center People Who Get IT

Shopping Cart

NEED HELP? [+]

Save, View and Share...

Add New Item: Enter CDW Part# Add

Item	Quantity	Availability	Unit Price	Item Total	
Cisco Catalyst 3750V2-48PS - switch - 48 ports - managed - rack-mountable MFG Part#: WS-C3750V2-48PS-E CDW Part#: 1756737 UNSPSC: 43222612 Texas Cisco DIR SDD 1381 Gov : $5,821.95 Do you have everything you need for this product? [+] Show Warranties	3 Update	In Stock	$5,821.95	$17,465.85	Remove

not in Exhibit A

Subtotal: **$17,465.85**

Tax and shipping will be calculated in checkout

Continue Shopping Quote Checkout

Company Information	My Account	Shop	Support	News
About Us	Log On	Brands	General Sales	News Releases
Locations	Create an Account	Product Finders	Customer Relations	Features
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Diversity	Catalog Request	Services	Website Tours	CDW News on Twitter

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ACCREDITED BUSINESS BBB Rating: A+

VeriSign Secured VERIFY

AI-28334 **7. K.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Martha L. Salazar Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for “Hidalgo County- Pipes-RCP-Tongue & Groove Gasket Joint Concrete Inlets & Manholes” RFB 2011-243-09-28-YSI including the re-advertising due to no bids received and project still neeeded.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 1-1201-431-00-121-005-0-674

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

BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #: 1-1200-431-00-122-006-0-679

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

BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #: 1-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #: 1-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

FISCAL YEAR: 2011 ACCT. #: VARIOUS

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

BUDGETARY IMPACT:

No funds required at this stage of procurement process.

Attachments

ex a
ex b
legal notice
dept approval
agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 01:59 PM

Budget & Management	Merlen P. Munoz	08/31/2011 02:16 PM
Rosalinda Cantu	Rosie Cantu	08/31/2011 04:14 PM
Auditor's Office	Arcilia Duran	09/02/2011 02:58 PM
Purchasing Department	Marty Salazar	09/02/2011 04:10 PM

Form Started By: Yvette Islas Started On: 08/30/2011 01:26 PM

Final Approval Date: 09/02/2011

INSTRUCTIONS TO BIDDERS

Bidder(s) shall supply, where needed (on an "as needed" basis) in Hidalgo County or job site, **"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Pipe, Polyethylene Pipe, Inlets, & Manholes".**

Bid information will be furnished to all Hidalgo County departments requiring pipes and **delivery** will involve numerous locations within Hidalgo County.

I. LOCATIONS – Departments requiring pipes.

II. DELIVERY INSTRUCTIONS

Delivery hours will be arranged with each department requiring pipes. **Bidder(s) shall deliver** the amount of product requested to **location or job site** required within 24 hours, or earlier, if requested. Bidder(s) agree(s) that, to the extent an item is unavailable from bidder's own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County for the bid price. **VENDOR(S) MUST UNLOAD ANY/ALL PIPES AT THE REQUESTED SITE(S).**

III. BID AWARD

1. Contract will commence upon award and go through December 31, 2012.

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 under the same rates, terms and conditions for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may award the bid on a lump sum basis to one (1) bidder or to multiple bidders on an item by item basis in each category, whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request. Categories will be as follows:

    - Category A: Pipes
    - Category B: Inlets
    - Category C: Manholes

4. Insurance Certificates (Exhibit "C") must be submitted to Hidalgo County for approval prior to any services being performed by the awarded bidder.

5. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

6. The County reserves the right to reject any or all bids, to waive any or all formalities or accept the bid considered the best and most advantageous to the County.

7. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to

seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

8. 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 the County with thirty day's written notice prior to cancellation.

9. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

10. **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:

- **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.

- **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.

- **Time Frame 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.

- **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.

- **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

Further information for this project can be addressed through the Hidalgo County Purchasing Department through Yvette Islas. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this bid be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile (956) 318-2629 or e-mail yvette.islas@co.hidalgo.tx.us no later than, Wednesday, September 21, 2011 at 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile by no later than 5:00 p.m., Friday, September 23, 2011.

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W1.75/W2.5		1,520
18	3.25					1,920
24	3.75					2,840
30	4.25			3"x6"-W2.5/W2.5		4,020
36	4.75		DOUBLE		3"x6"-W1.75/W2.5	5,520
42	5.25			3"x8"-W3.0/W2.0		7,100
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,280
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,800
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	12,184
72	7.75			2"x6"-W6.0/W2.5	3"x8"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75			3"x6"-W3.5/W2.5		2,840
30	4.25			3"x6"-W4.0/W2.5		4,020
36	4.75		DOUBLE	3"x6"-W3.5/W2.5	3"x6"-W2.0/W2.0	5,520
42	5.25			3"x8"-W5.0/W2.5	3"x6"-W3.0/W2.5	7,100
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,280
54	6.25			2"x8"-W5.75/W3.0	3"x8"-W5.0/W2.5	9,800
60	6.75	5,000		2"x8"-W7.0/W3.0	3"x6"-W6.25/W3.0	12,184
72	7.75			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - GASKET JOINT PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W2.5/W2.5		1,520
18	3.25					1,920
24	3.75		DOUBLE	3"x6"-W3.0/W2.5	3"x6"-W2.5/W2.5	2,840
30	4.25			3"x6"-W4.5/W2.5	3"x6"-W3.0/W2.5	4,020
36	4.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	5,520
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	7,100
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,280
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,800
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	12,184
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. Concrete gasket pipe shall meet Bureau of Reclamation R-4 Joint O-Ring gasket ASTM C361 Standards and price quote shall be included with the pipes.
2. All welded Wire Fabric Steel shall meet ASTM 82 and ASTM 185 Standards.
3. Aggregates shall meet ASTM C 33 Standards.
4. Fly Ash shall meet ASTM C 618-97 Standards.
5. Type II Cement shall meet ASTM C 150 Standards.
6. The maximum lengths of pipe sections shall be 8 feet.

The following are the technical requirements for the Reinforced Gasket Joint Concrete Pipe ASTM C-76 Class III.

D.1 GENERAL:

Pipe shall be manufactured and tested according to ASTM Designation: C-361 except as hereinafter changed and further specified. The requirements for cement, admixture, concrete strength, wall thickness, joints, manufacture and handling of pipe shall be in accordance with Paragraphs C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-10, C-11, C-12, C-13 and C-14, respectively.

D.2 STEEL REINFORCEMENTS:

The reinforcing steel shall conform to requirements of Class III reinforced pipe, ASTM Designation: C-76. Reinforcements may be circular or elliptical.

D-3 PHYSICAL TEST REQUIREMENTS:

The test for internal hydrostatic pressure on the pipe shall not be less than that shown in Table "A" Paragraph C-10 thereof. The test for minimum 3-edge bearing load (pounds per linear foot) shall not be less than that required for Class III reinforced concrete pipe, ASTM Designation C-76.

RELATED PARAGRAPHS C-2 CEMENT:

The cement shall be Type II, low alkali in accordance with Federal Specifications SS-C 1960/3. The Contractor shall furnish certificates from the mill manufacturing the cement evidencing compliance with these specifications.

C-3 ADMIXTURE:

All concrete in concrete pipe placed by the placing and vibrated method shall have air-entraining agent conforming to ASTM Designations: C260. The amount of air-entraining agent used shall be such as will effect the entrainment of 2-1/2 $\pm$ 1 percent of air by volume, of the concrete as discharged from the mixer. Natural cement, slag cement, pozzolon or other mixtures shall not be added to the concrete without the written authorization of the Engineer in charge of the project.

C-4 CONCRETE STRENGTH:

The strength requirements shall be 4,000 pounds per square inch in 28 days. The 4,000 PSI concrete test shall be in accordance with the latest edition of ASTM Designation: C-76.

C-5 CONCRETE MIXTURE:

The aggregate requirements of the latest ASTM Designation: C361 are changed to include, "the maximum size coarse aggregate shall be of the largest size practicable for placement considering the wall thickness of the pipe but shall not exceed 1-1/2 inches. The percentage of coarse aggregate to the total aggregate shall be as high as practicable for manufacture of the pipe".

C-6 CURING REQUIREMENTS:

The curing requirements in the latest edition of ASTM Designation: C361 are changed to include this additional requirement at the end of the paragraph: "If forms are stripped immediately after the pipe is cast and moved to the curing area, the concrete pipe shall not be lifted or tipped until a minimum concrete compressive strength of 2,500 PSI is attained. Determination of the required strength shall be accomplished by tests of concrete cylinders as described in the latest edition of ASTM Designation: C361".

C-7 WALL THICKNESS:

The thickness of the pipe wall shall be not less than that shown in Table A, Paragraph C-10, Physical Test Requirements", hereof.

C-8 PIPE LENGTHS:

The maximum lengths of pipe sections shall be 8 feet.

C-10 PHYSICAL TEST REQUIREMENTS:

The hydrostatic test pressures for the pipe and rubber gasket joint required in the latest edition of ASTM Designations 361 are changed to those specified in Table A. The Contractor shall also perform external load crushing strength test on the pipe. The external load crushing strength test shall be in accordance with the minimum three-edge bearing load as specified in Table A.

TABLE A: PHYSICAL TEST REQUIREMENTS

Internal diameter (inches)	Minimum Shell Thickness (inches)	Internal Hydrostatic Pressure On Individual Section of Pipe (PSI)	Minimum 3-Edge Bearing Load (pounds per linear foot)
15	2	50	1,700
16	2	50	1,800
18	2	50	1,900
21	2 – ¼	45	2,100
24	2 – ½	40	2,200
30	2 – ¾	35	2,500
36	3	30	4.050
42	4 – ½	30	4,725
48	5	30	5,400
54	4 – ½	25	6,075
60	6	25	6,750
72	7	25	8,100

C-11 JOINTS:

Joints shall be made with round rubber gasket in conformance with the latest edition of ASTM Designation: C-361 and price quote shall be included with the pipes.

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS III - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	2.25	4,000	SINGLE	3"x6"-W1.75/W2.5		1,045
18	2.50					1,400
24	3.00					2,100
30	3.50			2"x8"-W5.0/W2.5		3,050
36	4.00			2"x8"-W6.0/W2.5		4,200
42	5.25		DOUBLE	3"x8"-W3.0/W2.0	3"x6"-W1.75/W2.5	6,250
48	5.75			3"x6"-W4.0/W2.5	3"x6"-W2.5/W2.5	8,100
54	6.25			3"x8"-W5.25/W2.5	3"x6"-W3.5/W2.5	9,420
60	6.75			2"x6"-W4.5/W2.5	3"x6"-W4.0/W2.5	11,500
72	7.75			2"x6"-W6.0/W2.5	3"x6"-W5.75/W3.0	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS IV - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	4,000	SINGLE	3"x6"-W2.5/W2.5		1,045
18	3.25			2"x6"-W2.5/W2.5		1,400
24	3.75			2"x6"-W4.5/W2.5		2,100
30	4.25			2"x8"-W6.0/W2.5		3,050
36	4.75		DOUBLE	2"x8"-W5.0/W3.0	3"x8"-W4.5/W2.5	4,200
42	5.25			3"x6"-W5.0/W2.5	3"x6"-W3.0/W2.5	6,250
48	5.75			3"x6"-W6.5/W3.0	3"x6"-W4.0/W2.5	8,100
54	6.25			2"x8"-W5.75/W3.0	3"x6"-W5.0/W2.5	9,420
60	6.75			2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	11,500
72	7.75	5,000		2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	15,900

REINFORCED CONCRETE PIPE - TONGUE & GROOVE PIPE SPECIFICATIONS						
CLASS V - ASTM C76 STANDARDS						
PIPE I.D.	WALL THICKNESS	CONCRETE STRENGTH	CAGE			PIPE WEIGHT
(in)	(in)	(PSI)	TYPE	INNER	OUTER	(LBS)
15	3.00	6,000	SINGLE	3"x6"-W3.5/W2.5		1,045
18	3.25			3"x8"-W4.75/W2.5		1,400
24	3.75			3"x8"-W6.0/W2.5		2,100
30	4.25		DOUBLE	2"x8"-W7.0/W3.0	3"x8"-W6.25/W3.0	3,050
36	4.75			2"x8"-W8.25/W3.5	2"x8"-W5.0/W3.0	4,200
42	5.25			2"x8"-W6.0/W2.5	3"x8"-W5.75/W3.0	6,250
48	5.75			2"x8"-W8.0/W3.5	3"x8"-W7.0/W3.0	8,100
54	6.25			2"x8"-W10.0/W4.0	2"x8"-W6.0/W2.5	9,420
60	6.75			2"x8"-W11.5/W4.5	2"x8"-W7.0/W3.0	11,500
72	7.75			2"x6"-W8.5/W6.5	2"x8"-W10.0/W4.0	15,900

General Note:

1. All welded wire fabric steel shall meet ASTM 82 and ASTM 185 standards.
2. Aggregates shall meet ASTM C 33 standards.
3. Fly ash shall meet ASTM C 618-97 standards.
4. Type II cement shall meet ASTM C 150 standards.
5. Concrete joint sealant shall meet ASTM C 990 standards.
6. Concrete joint primer shall meet ASTM D 41 standards.
7. The maximum lengths of pipe sections shall be 8 feet.

"PIPES-(Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes, Inlets & Manholes)" – Hidalgo County
RFB NO. 2011-243-09-28-YSI

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE						
DESCRIPTION	CLASS III PRICE		CLASS IV PRICE		CLASS V PRICE	
12"		LF		LF		LF
15"		LF		LF		LF
18"		LF		LF		LF
24"		LF		LF		LF
30"		LF		LF		LF
36"		LF		LF		LF
42"		LF		LF		LF
48"		LF		LF		LF
54"		LF		LF		LF
60"		LF		LF		LF
72"		LF		LF		LF

CATEGORY (B) – INLETS

DESCRIPTION	PRICE																
	2'	2 ½'	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7	7 1/2'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" INLET																	
TYPE "A" – (SPL-1) INLET																	
TYPE "C" INLET																	
TYPE "CC" INLET																	
TYPE "F" INLET																	
TYPE "F" (SPL-1) INLET																	

CATEGORY (C) – MANHOLES

DESCRIPTION	PRICE													
	3'	3 ½'	4'	4 ½'	5'	5 ½'	6'	6 ½'	7'	7 ½'	8'	8 ½'	9'	9 ½'	10'
TYPE "A" MANHOLE															
TYPE "A-1" MANHOLE															
TYPE "M" MANHOLE															

Bid No: 2011-243-09-28	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

Hidalgo County–"PIPES-(PIPES-Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes Inlets, & Manholes"

BID OPENING DATE:

September 28, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **Hidalgo County – "PIPES-Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes Inlets, & Manholes"** 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-2011-243-09-28-YSI - Hidalgo County – "PIPES-Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes Inlets, & Manholes"** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, September 28, 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-2011-243-09-28-YSI-Hidalgo County–"PIPES-(PIPES-Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes Inlets, & Manholes".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders

are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. 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–"PIPES-(PIPES-Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes Inlets, & Manholes"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596
(956) 968-8733

Ricardo Cuellar
Hidalgo County Precinct #2
300 West Hall Acres Rd., Suite G
Pharr, Texas 78577
(956) 787-1891

Norma Ceballos
Hidalgo County Precinct #3
400 W. 13th
Mission, Texas 78573
(956) 585-4509

Gloria Beltran
Hidalgo County Precinct #4
1102 N. Doolittle
Edinburg, Texas 78540
(956) 383-3112

17. Schedule of Events

Bid Opening, 9:30 AM	**September 28, 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 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.

HIDALGO COUNTY
PIPES-Reinforced Concrete Tongue and Groove, Rubber Gasket Joint Concrete Pipes Inlets, & Manholes"
BID NO.: 2011-243-09-28-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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: _____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
SEP 27 2010
By 9:16 AM

MEMORANDUM

To: Hon. Hector "Tito" Palacios
Attn: Yoli C.
Hidalgo County Precinct No. 2

From: Olga T. Montero, Buyer
Hidalgo County Purchasing Dept.

Date: September 20, 2010

Re Approval of Requirements/Specifications for Hidalgo County-
"PIPES" RFB. NO. 2010-274-00-00-OTM

Please review the following **REQUIREMENTS/SPECIFICATIONS and** verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 292-7000 Ext# 4859.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: X YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #: 0-1200-431.00.122.006.0.679
(depends on project.)

Ricardo Cuellar	Ricardo Cuellar	R & B	09/22/10
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: olga.montero@co.hidalgo.tx.us .

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

To: Hon. Joe Flores
Attn: Norma C.
Hidalgo County Precinct No. 3

From: Olga T. Montero, Buyer
Hidalgo County Purchasing Dept.

Date: September 20, 2010

Re Approval of Requirements/Specifications for Hidalgo County-
"PIPES" RFB. NO. 2010-274-00-00-OTM

Please review the following REQUIREMENTS/SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specification is NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 292-7000 Ext# 4859.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 0-1200-431-00-123-005-0-675, 734
0-1539-431-00-XXX-0-733 Ark any other funding source available

[signature]	Joe M. Flores	Precinct #3	9/28/10
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: olga.montero@co.hidalgo.tx.us.

Enclosures

Opn Saul Ramirez, Field Operation Director.
1) Vendor to unload pipes
2) Delivery when order is placed - Not when Vendor receives purchase order. (Olga, make this will can insert in PO)

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

To: Hon. Oscar Garza, Jr
Attn: Rumaldo Munoz, Jr
Hidalgo County Precinct No. 4

From: Olga T. Montero, Buyer
Hidalgo County Purchasing Dept.

Date: September 20, 2010

RECEIVED
SEP 29 2010
By

Re Approval of Requirements/Specifications for Hidalgo County-
"PIPES" RFB. NO. 2010-274-00-00-OTM

Please review the following **REQUIREMENTS/SPECIFICATIONS and** verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 292-7000 Ext# 4859.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: X YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #: O-1204-431-00-124-007-0-731

Oscar L. Garza Jr.	Oscar L. Garza JR.	Pct #4	9-23-10
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: olga.montero@co.hidalgo.tx.us .

Enclosures

REQUIREMENTS AGREEMENT
C-2011-243—00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Pipes-reinforced Concrete Tongue & Groove, Rubber Gasket Joint Concrete Pipes Inlets & Manholes",** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") ; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer of in the areas of HIDALGO COUNTY projects for a period to commence MONTH DAY, 2011 through December 31, 2012. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period under the same rates, terms and conditions at the end of the contract term for unforeseen delay in award of new bid for next contract term and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

DRAFT

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

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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 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).

m. Any contract award to a successful bidder will be in effect until (a) contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's written notice prior to cancellation.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or

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offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Hanson Pipe & Precast, Inc.

By:_____

Printed Name:_____

Approved on Commissioners' Court: _____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

AI-28329 **7. L.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Martha L. Salazar Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for “Hidalgo County- Credit Card Payment System” RFB 2011-142-09-28-YSI.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Credit Card Services will be paid to vendor through a user fee, no budgetary impact to the County.

Attachments

ex a

ex b

legal terms

spec approval

draft agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/31/2011 01:53 PM
Budget & Management	Merlen P. Munoz	08/31/2011 02:15 PM
Rosalinda Cantu	Rosie Cantu	08/31/2011 04:01 PM
Auditor's Office	Arcilia Duran	09/02/2011 02:51 PM
Purchasing Department	Marty Salazar	09/02/2011 04:23 PM

Form Started By: Yvette Islas Started On: 08/30/2011 10:20 AM

Final Approval Date: 09/02/2011

EXHIBIT “A”

Specifications,
Scope of Services, Requirements,
General Terms and Conditions

Hidalgo County

“CREDIT CARD PAYMENT SERVICES”

RFP NO: 2011-142-00-00-YSI

HIDALGO COUNTY
"CREDIT CARD PAYMENT SERVICES"
RFP NO: 2011-142-00-00-YSI

Overview:
The County of Hidalgo is seeking to engage Proposer's to furnish a "TURN-KEY" Credit Card Payment Services. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Credit Card Payment Services" as specified herein. Sealed proposals will be accepted until 9:30 A.M., Wednesday, Month day, 2011. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:
RFP Number: 2011-172-00-00-YSI

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, Month day, 2011, at 5:00 P.M. at (956) 292-7612 or via email at yvette.islas@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, Month day, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this

process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

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

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

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

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

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

DURATION OF CONTRACT: The initial term of the contract shall be for *One Year*, with the County's option for an additional *One Year* extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Scope of Services/Requirements (Hardware & Software Agreement) in *Exhibit "A"* .

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of one (1) original and seven (7) copies of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain *any/all* licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.
If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo is seeking to enter into a Credit Card Payment System contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace- Homer Jasso, Justice of the Peace- Charlie Espinoza and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner.

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. Provide a browser based turn-key Credit-Card / Internet Check payment processing Application Service Provider (ASP) solution.
2. The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive all software support cost.
3. The proposed solution must provide 128 bit encryption.
4. The proposing vendor must provide, "live" instructor directed training services for all current and future staff.
5. The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (Payment Card Industry-Data Security Standard) certification.
6. The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web.
7. Provide a custom public website that is specific to Hidalgo County for the collection of specific service fees (sample of website is provided upon request)
8. The proposed solution must provide the County with a Real-time Administrator Module that will allow Hidalgo County senior staff to manage the following without vendor intervention:
   (a) Create departmental location(s)
   (b) Create individual user-task descriptions
   (c) Create authority for individual users by task
   (d) Create duplicate receipts on demand
9. The proposed solution must provide Hidalgo County with a real-time interface with the County's Property Tax Software vendor, ACT.
10. The proposed solution must be able to provide on-line receipts for all credit card transactions.
11. The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier.
12. Must provide on-line "real-time" on demand reports on all counter transactions based upon the following minimum guidelines:
    (a) Daily transactions by unique task, i.e., property tax payment, motor vehicle fee, court fines & etc.
    (b) All transactions by date
    (c) All transactions, by either week, month or real-time on a daily basis for counter transactions
    (d) All transactions by unique user-defined Employee Identifier
13. The solution must provide for on-line next-day Settlements reports for all transactions that are to be funded. These settlement reports should be separate reports that are distinguishable between the County-wide Counter Payments and the On-Line Property Tax Payments.
14. Provide daily "Live" Customer Call Service Desk support to County staff and the client Credit Card users.
15. Provide daily "Live" credit card resolution assistance
16. Provide a means by which the County can request a credit card transaction reversal
17. Resolution Collection Service-before a Charge Bank to the County account the vendor must provide up to 21

days of "Resolution / Collection Service" on prospective Credit Card Charge Backs or Bad Check Collections that come from an Internet originated check.

SERVICES AND FEES

Vendors must provide all ranges of services available; discount rates; all applicable service (monthly/yearly); set-up; membership; training; programming; installation; transaction and bank fees to ensure that all bids are properly evaluated. Any optional services available, which benefit the County, should be proposed to acquire the most advantageous system for the County. Hidalgo County will assess a user fee to customer as allowed by Section 31.06 (c) Tax Code. User fee will be payment in full to vendor. No additional charges will be paid by Tax Office, District Clerk's Office, J.P. Homer Jasso, J.P. Charlie Espinoza and any other county department that would like to use the Credit Card Services System.

HARDWARE AND SOFTWARE MAINTENANCE

The appropriate processing equipment (terminals, printers, imprinters, pin pads, etc.) required to handle the volume of transactions of a county of this size must be provided. Brochures describing the proposed processing equipment must be provided. Extended maintenance fees and credit card processing supplies pricing must also be included. Equipment maintenance is vital; no service can be provided to the County residents if the equipment is down. A four (4) hour response time will be required on all service calls.

Maintenance shall include software upgrades and any required service (on-site and remote).

ON-SITE VISIT

In order to properly assess the needs of the Hidalgo County Tax Office, its respective substations, the District Clerk's Office, Justice of the Peace-Mary Alice Palacios, Justice of the Peace-Charlie Espinoza and any other applicable departments, on-site visits are required. The following are the contact persons, addresses and telephone numbers of the five (5) departments currently interested in participating in this project. There may be a need to add departments/locations during the contract term.

(1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
Attn: Mr. Paul Villarreal / Project Manager
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733

(2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
Attn: Mr. Rene Rangel / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251

(7) Justice of the Peace-Rosa Treviño
(Precinct 2, Place 2)
Attn: Ms. Rachel Bueno / Project Manager
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343

(8) Justice of the Peace-Luis Garza
(Precinct 3, Place 1)
Attn: Ms. Kimberly Echavarria / Project Manager
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796

(3) Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
Attn: Mr. Noe Lopez / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105

(4) Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
Attn: Ms. Eustolia Hernandez/ Project Manager
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522

(5) Justice of the Peace-Jesus Morales
(Precinct 1, Place 2)
Attn: Mr. Adam Guerrero/ Project Manager
1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872

(6) Justice of the Peace-Bobby Contreras
(Precinct 2, Place 1)
Attn: Ms. Ofelia Ortiz/ Project Manager
300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541

(9) Justice of the Peace-Ismael Ochoa
(Precinct 3, Place 2)
Attn: Daisy Zarate
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134

(10) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

(11) Justice of the Peace-Homer Jasso
(Precinct 4, Place 2)
Attn: Mr. Robert Leal / Project Manager
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430

(12) Justice of the Peace-E. Speedy Jackson
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

HIDALGO COUNTY
CREDIT CARD PAYMENT SERVICES SYSTEM
RFP No. 2011-142-00-00-YSI

PROPOSAL SHEET

Indicate the turn-key system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. All pricing information must be provided on the proposal sheet provided. This information may be provided on separate sheets of paper if necessary.

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.

Equipment required at Main Office:

Number of substations and equipment at each site:

The following grid indicates the system's service/maintenance total.

TURNKEY SYSTEM			
MAINTENANCE	1ST Year	2nd Year	Total
HARDWARE	$	$	$
SOFTWARE	$	$	$

In the event of a typographical error, unit price prevails.

SECTION III – SELECTION / EVALUATION / RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. Understanding the Services/Methodology. Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. 25 points

2. Ability to commit to all Services Required. Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. 30 points

3. Ease of Support System & Response Time. Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. 20 points

4. Cost Fees and Warranty. In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. 25 points

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY
"CREDIT CARD PAYMENT SERVICES"
RFP NO: 2011-142-00-00-YSI

HIDALGO COUNTY
"CREDIT CARD PAYMENT SERVICES"
RFP NO: 2011-142-00-00-YSI

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo.

   25 points

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

   30 points

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately.

   20 points

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.

   25 points

Total 100 Points

HIDALGO COUNTY
"CREDIT CARD PAYMENT SERVICES"

RFP EVALUATION FORM

Selection Criteria

		Range Point Score	
1.	**Understanding the Services/Methodology**	**25 points**	_____
	Comments/Rationale for Points:_____		
2.	**Ability to Commit to all Services Required**	**30 points**	_____
	Comments/Rationale for Points:_____		
3.	**Ease of Support System & Response Time**	**20 points**	_____
	Comments/Rationale for Points:_____		
4.	**Cost Fees and Warranty**	**25 points**	_____
	Comments/Rationale for Points:_____		
	Total	100% **Score**	_____

Provider:_____

Evaluator: _____ Date:_____

RFP NO: 2011-142-00-00	BUYER: Yvette S. Islas	Tel. No: (956) 318-2626 x-4874

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"CREDIT CARD PAYMENT SYSTEM"

Month day, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2011-142-00-00-ysi**

1. Sealed proposals will be received for **"Hidalgo County – Credit Card Payment System",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2011-142-00-00-YSI-Hidalgo County–Credit Card Payment System"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, Month day, 2011.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2011-142-00-00-YSI—"HIDALGO COUNTY – CREDIT CARD PAYMENT SYSTEM".

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us . BY NO LATER THAN Wednesday, Month day, 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, Month day, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly

familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – "**Hidalgo County – Credit Card Payment System"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  f) contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**Month day, 2011**
Project/Anticipated Award Date:	**_____, 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 and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

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

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to

comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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

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

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

HIDALGO COUNTY –
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2011-142-00-00-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

From: renan.ramirezcanto@gmail.com on behalf of Renan Ramirez
To: Yvette Islas
Subject: Re:
Date: Tuesday, August 16, 2011 2:19:58 PM

Yvette,

I like it! I would just recommend we make it more generic:

"The County of Hidalgo is seeking to enter into a Credit Card Payment System contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace Offices and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner."

Aside from that I suggest we move forward. Please let me know if you need more information from me.

Thank you!

- Renan

On Tue, Aug 16, 2011 at 1:38 PM, Yvette Islas <yvette.islas@co.hidalgo.tx.us> wrote:
> Mr. Ramirez,
>
>
>
> Please review the attached documents and let me know if this includes the
> services you were discussing at the meeting held on 08-08-11. I do not want
> to wait too much longer to get authority to advertise and the approved
> requirements are needed for this. Will you review and return with your
> comments by Thursday, August 18, 2011 if at all possible so I may proceed,
>
>
>
>
> Yvette S. Islas
>
> Hidalgo County Purchasing Department
>
> 2812 S. Business Highway 281
>
> Edinburg, Texas 78539
>
> 956-318-2626
>
>

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Renán Ramirez
Chief Information Officer
Information Technology Department

Hidalgo County, Texas
w: 956-289-7444
c: 956-457-0792
www.co.hidalgo.tx.us

DRAFT

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

whose principal office is located at 4, McAllen, Texas, 78504, (hereinafter referred to as EAI) and HIDALGO COUNTY, at 100 N Closner, Edinburg, Texas 78540, (hereinafter referred to as CLIENT), a recipient of services using EAI software, agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for specific professional services called "Credit Card Payment Services" and EAI has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the provision of those services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. CONTRACT:

The Contract consists of:

A. This document and

B. EXHIBITS A through G, attached hereto.

2. SERVICES TO BE PERFORMED:

Subject to the provisions hereof agrees to supply the professional services as defined herein and in EXHIBIT A (cumulatively hereinafter referred to as the "SERVICES") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

3. CONSIDERATION:

In consideration of supplying the SERVICES, the CLIENT shall provide with l's space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by to carry out the implementation responsibilities required by the SERVICES and support of same under this Agreement, as well as all other responsibilities defined in Article 11 of this Agreement. While the CLIENT will not be responsible for any cash consideration to for the SERVICES. the CLIENT's customers who choose to benefit from the SERVICES will pay l and will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by prior to using the SERVICES on a transaction basis, the current convenience fee schedule being define in EXHIBIT F. Because banks and credit card processing firms costs and fee

structures to _ routinely change, s current convenience fee schedule is subject to change on the anniversary year of this agreement and for all succeeding years of this agreement. During each of these annual periods, will either automatically renew the fee schedule from the immediate preceding annual period or will negotiate a new fee schedule that is mutually acceptable by both the CLIENT and for the forth coming new annual renewal period. If determines that a new fee schedule is necessary, then will provide notice to the CLIENT at least 30 days prior to the anniversary date of this agreement that a new fee schedule must be negotiated. During that negotiating period, all existing fee schedules will remain in place up to a maximum of 60 days from the agreement's anniversary date. Accordingly this contract acknowledges that this service is a convenience for the credit card holder and the entire cost of this service is borne same. If the CLIENT's customer performs a transaction using the SERVICES that results in a charge back to , such as a misappropriated credit card, will reverse the credit made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back. Unless specifically stated to the contrary elsewhere within this Agreement or Amendments hereto, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license in products or services during this Agreement or after the termination of this Agreement by either party.

4. IMPLEMENTATION STRATEGY DOCUMENT (ISD):

Attendant with this contract, shall deliver for the CLIENT's approval an Implementation Strategy Document (hereinafter referred to as the "ISD"). The ISD shall include, but not be limited to:

A. Management Overview

B. Technical Plan

C. Project Organization Plan

D. Training Plan

E. Implementation Plan

F. and such other items delineating the SERVICES and the work to be performed by EAI as the parties may mutually agree upon.

Because the ISD is a CLIENT approved (formal sign-off required by CLIENT authority) instrument (that is executed simultaneously with this Professional Services Agreement) and a road map of the how, what and where tasks are accomplished for project implementation, it is implicit that both parties agree to cooperate with each other in the preparation of the ISD. Consequently, project implementation can only begin after formal review and approval by CLIENT staff authority. As a result of that approval and on matters agreed in the ISD. it will take precedence in accordance with Article 21, paragraph "A" of this Agreement. agrees to perform the work and provide the SERVICES in the manner specified in the ISD.

5. SERVICES ACCEPTANCE:

A. PROJECT MILESTONES

Project Milestones are delineated in EXHIBIT C. shall certify in writing to the CLIENT when each Project Milestone of the SERVICES supplied by hereunder is delivered and ready for acceptance. Within five (5) working days following the receipt of the certification of delivery, the CLIENT shall respond to EAI in one of the following manners:

i. if successful accomplishment of a Project Milestone has been attained, the CLIENT shall respond in writing that the respective Project Milestone of the SERVICES is accepted; said response shall constitute final acceptance of the services delivered or

ii. if the CLIENT determines that the products and services delivered do not conform to requirements detailed in this document, it shall so notify . Thereafter, the acceptance of the Project Milestone shall continue on a day-to-day basis until conforms the SERVICES to the specified requirements. Failure by the CLIENT to make any response to within a ten (10) working day period shall be deemed final acceptance of the services delivered.

B. FINAL SERVICES ACCEPTANCE

CLIENT will accept the qualitative performance of the SERVICES when they have been satisfactorily demonstrated to the CLIENT to have been provided in substantial accordance with the CLIENT approved and delivered ISD. Consequently, compliance with the CLIENT approved ISD will constitute conformity to the actual CLIENT needs and requirements. The Final Acceptance Testing will consist of CLIENT actual usage of or benefit from the delivered SERVICES for a specified period of time as identified in the mutually agreed to ISD, not to exceed thirty (30) days. It is during this time frame that the System will be test-operated within s specifications and thereby confirmed that the System does in fact perform as has so represented regarding the processing of credit card transactions. The Final Acceptance Test Plan is defined in the mutually accepted ISD. CLIENT shall have a maximum of ten (10) working days from the date of notification of completion of final acceptance testing, within which to respond in writing to such delivery via certified mail, over night carrier or FAX. If CLIENT believes the SERVICES delivered do not conform to the requirements of this Agreement, it shall so notify thereof within the above-stated ten (10) days and shall point out with particularity wherein the SERVICES fail to so conform. In the event CLIENT finds the SERVICES conforming to the requirements of this Agreement, it shall, within the above-stated ten (10) days, notify in writing of this fact, which notification shall constitute final acceptance of the SERVICES delivered. Should CLIENT fail to respond within the ten (10) days, the SERVICES shall be deemed accepted.

6. DELIVERY:

Delivery will be F.O.B. to the CLIENT at the designated site specified in EXHIBIT D.

7. EXTENSION OF TIME:

shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond s reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. The delivery schedule provided in EXHIBIT C shall be extended by the amount of any delay resulting from any such cause beyond ; reasonable control plus a reasonable time to accommodate adjustment to such extension. shall give the CLIENT notice of the presence of any cause referenced above promptly after becomes aware of the existence of same.

8. TERMINATION BY THE CLIENT:

In addition to any other right to terminate set out herein, if should be adjudged bankrupt, should make a general assignment for the benefit of its creditors, a receiver should be appointed for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the CLIENT may terminate this Agreement.

If should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, disregard laws and ordinances, not proceed with work in a timely fashion or fail to meet standards of performance, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the CLIENT, at it's option, may terminate this Agreement. Prior to termination of this Agreement. the CLIENT shall give thirty (30) calendar days to cure such deficiencies caused by .

Either parties without cause upon thirty - (30) days written notice may terminate this agreement.

9. CHANGES:

The CLIENT may request changes in the scope of services to be performed by hereunder. All such changes shall be mutually agreed upon by and between the parties and shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due for the change in scope.

10. FACILITIES:

During the course of this Agreement, the CLIENT shall provide personnel with adequate workspace for technicians and other related facilities as may be required by to carry out its obligations enumerated herein (please see Article 11 of this Agreement).

11. CLIENT RESPONSIBILITIES:

The CLIENT shall obtain at its expense all government and other permits and licenses required for installation and operation of the SERVICES, including but not limited to such

items as the CLIENT's PCs' operating system licenses.

The CLIENT will be responsible for providing the desired quantity of the display and print devices required to use the SERVICES or additional devices as may be required from time to time at CLIENT's discretion, as well as such devices' maintenance and support.

The CLIENT shall provide an adequate work space (as noted in article 10) for staff and technicians that will approximate an area of 6' x 8'.

The CLIENT will be responsible for installing or providing access to CLIENT's pre-existing communications networks including but not limited to all system telephone lines, hardware cabling, microwave links, modems, radios and other equipment not included as a part of this Agreement and necessary to the successful operation of the SERVICES and interfaces to other computer databases and associated remote and Internet terminals.

For the above CLIENT provided devices and equipment, the CLIENT will provide space, power, environmental control and operating environment as defined by the hardware manufacturer's published specifications. The CLIENT will provide access as required by to carry out the responsibilities of this Agreement to include but not limited to any required on-site tailoring, testing, training or support of the SERVICES, for use by the CLIENT. Additionally, services such as training will be predicated on both CLIENT staff and staff availability, all as prescribed in the mutually agreed to ISD.

The CLIENT will designate a Project Manager to be the liaison with The Project Manager will be available during normal business working hours for consultation.

The CLIENT will make available all necessary supplies to include but not limited to such items as printer paper for CLIENT owned printers, magnetic tapes or disk packs for replication of on-going County Court record fines, fees and property tax data.

The CLIENT will provide a designated financial institution as its depository. In this case it is understood that the depository is , and all necessary transit or identification numbers required by the SERVICES to make the required collection deposits electronically.

12. LIMITATIONS:

s sole liability under this Agreement shall be for providing the SERVICES. I will not be liable for any lost profits or revenues of the CLIENT. These exclusions include but are not limited to such instances as CLIENT operator errors, particularly as they relate to errors produced on the CLIENT's court management system from Tyler Technologies, or the property tax system from Appraisal and Collections Technologies (ACT) or operator errors where the operator has simply entered erroneous data to the proposed service solution. s liability hereunder for damages, under this numbered paragraph 12, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall be liable for consequential damages under this numbered paragraph 12.

13. WORK HOURS AND SAFETY STANDARDS:

shall agree that (a) each of it's laborers shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards promulgated by the Secretary of Labor by regulations (20 CFR 1518).

14. WORKER'S COMPENSATION:

As an entity incorporated in the State of Texas, . certifies that it is aware of the provisions of the Labor Code of the State of Texas which requires every employer to be insured against liability for workmen's compensation. Furthermore, . certifies that it will comply with such provisions and will provide upon request proof of such Workmen's Compensation Insurance to the CLIENT.

15. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:

. shall comply with Title VI of the Civil Rights of 1964, as amended, to the end that no person shall, on the grounds of race, creed, color, sex, handicap, religion, age or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. Likewise, warrants that it shall not discriminate against any persons who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV or infection with any other probable causative agent of AIDS.

16. INSURANCE:

At the request of the CLIENT, .. shall provide proof of comprehensive general liability in amounts satisfactory to the CLIENT.

17. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any proprietary information furnished by for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of , be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

18. COVENANT AGAINST CONTINGENT FEES:

. warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the

full amount of such commission, percentage, brokerage or contingent fee.

19. INDEMNIFICATION:

hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

A. any and all claims made by a third party and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any claims or damages of any person or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by any act, negligent or otherwise, of under this Agreement or of s employees, agents, successors and assigns;

B. any and all claims and demands concerning destruction of the property of the CLIENT, its officers, agents, or employees occupied or used by or in the care, custody, or control of , or in proximity to the site of , work, caused by any acts, negligent or otherwise, of its agents, employees, successors and assigns under this Agreement or of 's employees or agents;

C. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the CLIENT, its officers, agents or employees;

D. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by under this Agreement; and

E. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of

20. PATENTS:

If notified promptly in writing of any action (and all prior claims relating thereto) brought against the CLIENT alleging that the CLIENT's use, sale or other disposition of the products herein described (including use of licensed software) infringes on a United States patent or copyright, will defend such action at its expense and will pay the costs for the injuries and damages awarded against the CLIENT in such action, provided that shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against the CLIENT's use of the products or if in s opinion the products are likely to become the subject of a claim of infringement, will, at its option and at its expense, either procure for the CLIENT the right to continue using the products, replace or modify the same so that they become non-infringing, or grant the CLIENT a credit for such products as depreciated and accept their return. Depreciation shall be an equal amount per year over the life of the products as

established by . shall not have any liability to the CLIENT if the alleged infringement is based upon (i) use or sale of the products in combination with other products or devices which are not made by . or (ii) the furnishing to the CLIENT of any information, service or applications assistance. No cost or expenses shall be incurred for the account of without the prior written consent of . In no event shall EAI's total liability to the CLIENT under or as a result of compliance with the provisions of this clause exceed the sum paid to EAI by the CLIENT for the allegedly infringing products. The foregoing states the entire liability of with respect to alleged infringement of patents and copyrights by the products or any part thereof or by their operation.

21. ORDER OF PRECEDENCE AND VENUE

In the event of a conflict in interpretation between any of the applicable contract documents specified below, all incorporated herein by this reference, any such conflict shall be resolved by giving precedence in the following order:

A. Implementation Strategy Document (ISD)

Only after approval of the ISD by the CLIENT shall said document be the first document in the order of precedence in the event of a SERVICES technical conflict requiring interpretation.

B. This Agreement and any EXHIBITS or AMENDMENTS hereto

C. The proposal

The venue for this and all associated agreements shall be Hidalgo County, Texas.

22. TERM OF AGREEMENT:

The Agreement shall commence on the final execution date of this agreement by both parties to this Agreement and shall continue through implementation of the SERVICES, as defined by the mutually agreed ISD and it's project work plan, unless sooner terminated or extended as herein provided.

23. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

25. CONTRACT REPRESENTATIVES:

The . and CLIENT project teams including the Project Managers are set forth in EXHIBIT E. Any changes in the method or nature of work to be performed under this Agreement must be processed through the Project Managers respectively.

26. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

27. GENERAL:

This Agreement, EXHIBITS A through G and the Proposal attached hereto and/or incorporated by reference, constitute the entire agreement, understanding and representation between and CLIENT. No modifications or amendments to the Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties.

A waiver of a breach or default under this contract shall not be a waiver of any other or subsequent default.

28. NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

McAllen, Texas 78504
Attn.: M
Phone #: 956:682
FAX #: 956:682-

HIDALGO COUNTY DISTRICT CLERK
100 N Closner
Edinburg, Texas 78540
Attn.: Mr. Noe Lopez (from the County Clerk's Office) / Project Manager
Phone #: 956:318-2200
FAX #: 956:318-2251

HIDALGO COUNTY TAX-ASSESSOR COLLECTOR
2804 S. US Hwy 281
Edinburg, Texas 78539
Attn.: Mr. Paul Villarreal / Project Manager
Phone #: 956:318-2157
FAX #: 956:318-2733

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,2
224 N. 12th Street
Edinburg, Texas 78541
Attn.: Mr. Robert Leal / Project Manager
Phone #: 956:383-0921
FAX #: 956:383-7430

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,1
212 N. 12th Street
Edinburg, Texas 78541
Attn.: Ms Aleida Lopez / Project Manager
Phone #: 956:380-4473
FAX #: 956:380-4029

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF EAI AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and have caused this Agreement to be executed by their duly authorized officers as of the date below.

EAI:

Authorized Signature

Typed

Title

Date

CLIENT:

HIDALGO COUNTY

Authorized Signature

Typed

Title

Date

Attest

Title

Approved by Commissioners' Court on

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:

29. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

... will provide their Internet Payment Services to CLIENT for all of the collection types performed by the following subdivisions of Hidalgo County; District Clerk, Tax Assessor-Collector and the County Justice of the Peace. While not totally inclusive, those collection types shall include such items as the collection of County District Clerk and Justice of the Peace document copy fees, document filing fees, and court fees and fines as well as Property Taxes and Motor Vehicle Registration fees.

To effect the Internet Payment Services specifically for CLIENT, will provide the following:

1. Access to the application software and Internet services via an Internet backbone connection provided by the CLIENT

2. All maintenance and support of the application and services software and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical or State mandated upgrades required to perform the SERVICES

3. A special Hidalgo County CASHIERING Web site and hosting service to include all remote server hardware as well as maintenance and support for same in order to provide for the remote payment of Hidalgo County Court fees, fines, property taxes and motor vehicle fees

4. Training of specified County Clerk staff on the operation of services specifically for the County Clerk and the special Hidalgo County CASHIERING fee and fine payment Web site

5. Standard reports of reconciliation for the each of the County subdivisions identified for service, all predicated on existing application software fields, those fields include but not limited to tasks, date, time period (i.e. weekly), location, Unique Employer Identifier and Credit Card Processing Center Authorization Code

6. All necessary credit card supplies that may be required to perform the task of manually entering a credit card collection should the automated system be inactive for an inappropriate amount of time. Attendant with these supplies will also go all the necessary training for use of these supplies

30. EXHIBIT B: PROJECT IMPLEMENTATION PLAN OVERVIEW

1. Agree on Project expectations of all parties involved in the implementation of the SERVICES
2. Ascertain project personnel and their responsibilities for each implementation phase
3. Make mutually agreed to no cost customized changes to software and services
4. Provide modified product proto-type for review by Hidalgo County Project Team
5. Provide Project Team Training
6. Test Internet access and database access
7. Perform final acceptance testing

31. EXHIBIT C: PROJECT SCHEDULE
MILESTONE ESTIMATED DELIVERY TIME FRAMES

The time frames listed below commence from the date of delivery of the proposed SERVICES Agreement. Failure to complete any milestone listed within the time frame agreed below can impact the completion of the remaining milestones.

PROJECT MILESTONE	TIME FRAME
Delivery, execution and acceptance of Professional Services Agreement	01 – 10 Days
Delivery of Contracted SERVICES & Manual Collection Supplies	01 – 45 Days
Delivery of Hidalgo County web based CASHIERING Fee / Fine and Property Tax Payment Web based payment services solution	20 – 45 Days
Delivery of Project Team Training	30 – 60 Days
Completion of final acceptance testing	60 - 90 Days

32. EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES

(1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
Attn: Mr. Paul Villarreal / Project Manager
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733

(2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
Attn: Mr. Rene Rangel / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251

(3) Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
Attn: Mr. Noe Lopez / Project Manager
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105

(4) Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
Attn: Ms. Eustolia Hernandez/ Project Manager
1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522

(5) Justice of the Peace-Jesus Morales
(Precinct 1, Place 2)
Attn: Mr. Adam Guerrero/ Project Manager
1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872

(6) Justice of the Peace-Bobby Contreras
(Precinct 2, Place 1)
Attn: Ms. Ofelia Ortiz/ Project Manager
300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541

(7) Justice of the Peace-Rosa Treviño
(Precinct 2, Place 2)
Attn: Ms. Rachel Bueno / Project Manager
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343

(8) Justice of the Peace-Luis Garza
(Precinct 3, Place 1)
Attn: Ms. Kimberly Echavarria / Project Manager
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796

(9) Justice of the Peace-Ismael Ochoa
(Precinct 3, Place 2)
Attn: Daisy Zarate
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134

(10) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

(11) Justice of the Peace-Homer Jasso
(Precinct 4, Place 2)
Attn: Mr. Robert Leal / Project Manager
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430

(12) Justice of the Peace-E. Speedy Jackson
(Precinct 4, Place 1)
Attn: Ms. Aleida Lopez / Project Manager
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

33. EXHIBIT E: PROJECT MANAGERS

(1) Hidalgo County Tax Office
Mr. Paul Villarreal

(2) District Clerk
Mr. Rene Rangel

(3) County Clerk
Mr. Noe Lopez

(4) Justice of the Peace- Precinct 1, Place 1
Ms. Eustolia Hernandez

(5) Justice of the Peace- Precinct 1, Place 2
Mr. Adam Guerrero

(6) Justice of the Peace- Precinct 2, Place 1
Ms. Ofelia Ortiz

(7) Justice of the Peace-(Precinct 2, Place 2)
Ms. Rachel Bueno / Project Manager

(8) Justice of the Peace-(Precinct 3, Place 1)
Ms. Kimberly Echavarria / Project Manager

(9) Justice of the Peace-(Precinct 3, Place 2)
Ms. Daisy Zarate

(10) Justice of the Peace- Precinct 4, Place 1
Ms. Aleida Lopez

(11) Justice of the Peace- Precinct 4, Place 2
Mr. Robert Leal / Project Manager

(12) Justice of the Peace- Precinct 4, Place 1
Ms. Aleida Lopez

34. EXHIBIT F: Convenience Fee Schedule

A. Credit Card Fees

This proposed credit card processing service (including support for the application software Services) will be provided to the County at No Charge. Re-imbursement for these services will be through a Convenience Fee* that will be charged by to the Credit Card holder. The proposed fee will be per $100 (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee[1]
$ 0.01	$ 100.00	$
$ 100.01	$ 200.00	$
$ 200.01	$ 300.00	$
$ 300.01	$ 400.00	$
$ 400.01	$ 500.00	$
$ 500.01	$ 600.00	$
$ 600.01	$ 700.00	$
$ 700.01	$ 800.00	$
$ 800.01	$ 900.00	$
$ 900.01	$ 1,000.00	$
$ 1,000.01	AND UP	The above sample chart illustrates the per flat fee that will continue in the same manner for any credit card charges covered under this proposal.

[1]These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and

B. Electronic Check Fees

The proposed solution will also provide an Electronic Check component to this overall proposed solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee[2]
$ 0.01	$ 100.00	$ -
$ 100.01	$ 200.00	$
$ 200.01	$ 400.00	$
$ 400.01	$ 800.00	$
$ 800.01	$ 1,000.00	$
$ 1,000.01	$ 2,000.00	$
$ 2,000.01	$ 4,000.00	$
$ 4,000.01	$ 8,000.00	$
$ 8,000.01	$ 12,000.00	$
$ 12,000.01	$ 25,000.00	$
$ 25,000.01	AND UP	1% of Transaction

[2] These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and

35. EXHIBIT G: SIGNATURE AUTHORIZATION

HIDALGO COUNTY

CERTIFICATION OF AUTHORIZATION:

I hereby certify that Mr / Ms _____ of HIDALGO COUNTY is entitled to represent the County of Hidalgo, Texas and is authorized to sign a contract with

Signature: _____

Typed/Printed Name: _____

Title: _____

Office and/or Department _____

Date: _____

Notarization

I do hereby certify that the aforementioned individual of HIDALGO COUNTY, known to me as _____, appeared before me on this ____ day of _____, 2009.

_____

Notary Public Signature

_____

Typed/Printed Notary Public Name

My Commission Expires:

____/____/_____

AI-28365 **7. M.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Adult Probation:

1. Ratification of purchase through the DIR vendor through (Req#201806) for the Adult Probation Dept in the total amount of $17,465.85. (CDW Government LLC DIR-SDD-1381)
2. Approval to utilize the following cooperative purchasing vendor for purchases on an "As Needed Basis" through our membership/participation with (DIR) Department of Information Resources.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1297-423-00-320-008-1-745

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

BUDGETARY IMPACT:

Amount available through PO662997/Req201806 in the amount of $17,465.85 for CDW Government Inc. as of 9/1/11.

Attachments

Req201806

DIR 1381

Exhibit "A"

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/31/2011 03:55 PM
Erika Zamora	Erika Zamora	09/01/2011 08:50 AM
Auditor's Office	Arcilia Duran	09/01/2011 04:24 PM

Form Started By: Tanya Delira Started On: 08/31/2011 03:26 PM

Final Approval Date: 09/01/2011

Consent
28297
9/6/11

All Enter Search Criteria

Home Co-op Contracts Texas.gov Security DCS CTS IT Leadership About DIR Contact Us



< Back to Main Search

Contract Number: **Dir-Sdd-1381**

Results **1-4** of 4.

+Products and Services

Network

Network (1)
Networking Equipment (1)
Networking Products ... (1)

Telecommunications

Tele - Network Servi... (1)

+Brand

Cisco (4)

+Vendor/Reseller

CDW Government, LLC (4)
CompSol (4)

+HUB Type

Non HUB (4)

Contracts by Product/Service Category

Product Sub-Type	Contract No.	Vendor Name	HUB Type
Networking Products and Services	DIR-SDD-1381	CDW Government, LLC	Non HUB
Networking Equipment	DIR-SDD-1381	CDW Government, LLC	Non HUB
Tele - Network Services	DIR-SDD-1381	CDW Government, LLC	Non HUB
Network	DIR-SDD-1381	CDW Government, LLC	Non HUB

< Back to Main Search

Results **1-4** of 4.

Capitol Complex Directory
Statewide Search
Sponsored Sites
Planned Procurement Schedule

Document Library
SAO Fraud Reporting
Homeland Security
Sunset Review Notification

FAQs
Site Policies
Site Map
Job Postings

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

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< Return to search results < Return to Main Search

CDW Government, LLC

URL Vendor Website
Vendor ID 1364230110800
HUB Type Non HUB
E-Rate Qualified

DIR Contract Number DIR-SDD-1381
Contract Term End Date 6/9/2013
Contract Exp Date 6/9/2014

How to Order

1. For product and pricing information, visit the CDW Government, LLC website or contact Jay Carlisle at (866) 224-6448.
2. Generate a purchase order, made payable to CDW Government, LLC. You must reference the DIR Contract Number **DIR-SDD-1381** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

CDW Government, LLC

Contact Jay Carlisle
Phone (866) 224-6448
Fax (312) 705-9492

DIR

Contact Kathy Fleming
Phone (512) 936-9864
Fax (512) 475-4759

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-1381

Standard Terms and Conditions PDF - 247 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 322 KB | Updated 06/14/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 27 KB | Updated 06/03/2011
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Available Brands

Cisco

Available Products & Services

Network
Networking Equipment
Networking Products and Services
Tele - Network Services

< No thanks, return to search

Additional Contract Information

Amendment 1 (98 KB)

Reseller Vendor Contacts

Vendor Name	Vendor ID	HUB Type	Contact Name	Phone/Fax	Address
CompSol	1522114485800	Woman Owned	Sheryl Greiner	Phone: (979) 824-4440 Fax: (281) 605-5999	7607 Eastmark Drive, Suite 253-D College Station, TX 77840

© Department of Information Resources 2010

Requisition

Req # 00201806

PO #

Date: 08/30/11

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: ADULT PROBATION
3100 S BUSINESS HWY 281
P.O. BOX 970
EDINBURG TX 78540

Contact: **JANIE MEDRANO**
956-587-6141

Contract No: **#TCPN R4713**

Special Instructions:
REQ.#630

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		~~NOT A TCPN R4713~~		
		DO NOT DUPLICATE ORDER		
3.00	EACH	WS-C3750-48PS-E-RF CISCO CATALYST 3750-48PS NETWORK SWITCH	5,821.95	17,465.85
		Account No	Encumbrance	
		1-1297-423-00-320-008-1-745	17,465.85	
			Freight	.00
			Total	17,465.85
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

201806

CDW CDW-G CDW Canada Your Account Manager Jay Carlile Shopping Cart 1 Items Support Hi Veronica (not you?) Log Off

Shop CDW-G My Account Print This Page

All Categories Search for... GO

Products Services Solutions Center People Who Get IT

Shopping Cart

NEED HELP? [+]

Save, View and Share...

Add New Item: Enter CDW Part# Add

Item	Quantity	Availability	Unit Price	Item Total	
Cisco Catalyst 3750V2-48PS - switch - 48 ports - managed - rack-mountable MFG Part#: WS-C3750V2-48PS-E CDW Part#: 1756737 UNSPSC: 43222612 Texas Cisco DIR SDD 1381 Gov : $5,821.95 Do you have everything you need for this product? [+] Show Warranties	3 Update	In Stock	$5,821.95	$17,465.85	Remove

not in Exhibit A

Subtotal: **$17,465.85**

Tax and shipping will be calculated in checkout

Continue Shopping Quote Checkout

Company Information	My Account	Shop	Support	News
About Us	Log On	Brands	General Sales	News Releases
Locations	Create an Account	Product Finders	Customer Relations	Features
Careers	Quick Order Status	Best Deals	Technical Support	Awards
Community Involvement	Email Subscriptions	Solutions Center	Site Support	Executives
Diversity	Catalog Request	Services	Website Tours	CDW News on Twitter

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ACCREDITED BUSINESS BBB Rating: A+

VeriSign Secured VERIFY

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
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
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
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	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
7/05/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/01/2011-5/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
7/12/2011	Farber Specialty Vehicles	Mobile Command/Emergency Management/Bio Terrorist Vehicles	300-08	9/1/2008-8/31/2011
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
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	7/01/2010 - 6/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
	Ikon Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	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	355-10	11/1/2010 - 10/31/2013
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
	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
9/6/2011	***Melhart Music Center***	**Audio Visual Equipment & Supplies**	**313-09**	**5/1/2009 – 4/30/2012**
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	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
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
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	339-10	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
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012

	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
	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
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

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	5/2010-01/2012
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-6/2011
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-6/2011
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	02/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2011
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	3/2010-8/31/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-9-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2011
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
	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- 6/2011
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-6/2011
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-8/31/2011
	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	11/2005-12/2099
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-11/2011

10/19/10	Precision Delta Corp.	Police Equipment & Accessories	680-A1	1/2010-10/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-8/2011
	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-8/2011
7/5/2011	Rally			
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2011
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-8/2011 3/2010-2/2012
	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	7/2007/9/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 9/2011
	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
9/6/2011	***Texas Laundry Service***	**Laundry Equipment**	**500-M1**	**8/1/2011-7/31/2012**
8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 9/2011
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011
7/5/2011	Zams, Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 6/2011

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	9/28/2011
12/28/2010 6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, 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	592 673 1364 835	 08/2011 12/2012
	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	

8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2012
9/6/2011	***CDW Government, LLC***	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	**1381**	**6/9/2014**
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	5/13/2014
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	
6/14/2011	CASO Document Management	Software	1429	7/7/2011-7/7/2014
	Cima Solutions Group	Software	292	
	Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509	
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/2011-7/17/2013
	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	
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	
7/27/2010 3/15/2011	Environmental Systems Res. Institution	Software 1/5/2011 Product and Services	492 1637	3/3/2011-3/3/2015
	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
7/26/2011	Momar, Inc.	Waste Water Chemicals	333-09	12/1/2009-11/30/2012
09/06/2011	***Paradigm Systems Solutions, Inc.***	**Computer Solutions,**	**1365**	**06/10/11-06/20/14**
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products &	1367	5/20/11-5/20/14

		Services	1547	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	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	11/18/2011-11/18/2012
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	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	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	5/10/2006-8/26/2011
	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	8-58I020	1/25/2008-1/31/2015
3/22/2011	Copy Graphics Inc	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2001-9/30/2011
	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
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2012

	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
09/06/2011	***Ergogenesis, LLC***	**Office Furniture**	**11-71080**	**07/14/2011-05/05/2016**
	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	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-5/31/2012
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
05/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	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
	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
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	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	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 8/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2012

	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	7/5/2007-7/31/2015
	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	8/26/2002-2/28/2014
	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	5/31/2004-8/31/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	5/31/2004-8/31/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2012 7/23/2012
8/30/2011	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	3042811 2052810	4/28/2012 5/28/2012

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-9/30/2011
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	1/31/2013
	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	12/31/2011
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
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
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
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	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
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
05/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	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
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
	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
6/29/2010	Galls/Aramark		GS-07F-0157M	
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

3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
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	
	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
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

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	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 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-28375 **7. N.**

CC CONSENT

Meeting Date: 09/06/2011

Submitted For: Yoli Cisneros Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2:
Acceptance and approval of Work Authorization No.3 for Millennium Engineers Group, Inc.(Contract #C-11-042-01-25), with estimated fee of $19,101.25, to provide construction material testing for Tower Road Phase I (Owassa Rd to Minnesota Rd) Project.

BACKGROUND

Requisition #201900

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

Attachments

WA#3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/01/2011 11:35 AM
Budget & Management	Merlen P. Munoz	09/01/2011 11:37 AM
Roland Garcia	Rolando Garcia	09/01/2011 01:36 PM
Auditor's Office	Arcilia Duran	09/02/2011 02:29 PM

Form Started By: Yolanda Cisneros Started On: 09/01/2011 09:55 AM

Final Approval Date: 09/02/2011

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-042-01-25
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for Tower Road Phase I (Owassa Road to Minnesota Road).

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "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 ***EXHIBIT "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 **$19,101.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. 1-1200-431-00-122-049-0-731
Requisition Number #201900 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No.** 3

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2011.

THE ENGINEER:

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

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" - Cost Proposal

ATTACHMENT "A"

Services To Be Provided By The Owner

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

ATTACHMENT "B"

Services To Be Provided By The Engineer

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.
(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

Cost Proposal

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
8/31/2011	01-11-172M

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

Name / Address
Hidalgo County Precinct 2 Commissioner Hector "Tito" Palacios 300 West Hall Acres Suite G. Pharr, Texas 78577 Contract No. 11-042-01-25

Project Name
Tower Rd. Ph.I - Owassa Rd - Minnesota Rd

Description	Qty	Cost	Total
Atterberg Limits (each test)	5	61.00	305.00
Sieve Analysis-Dry throught No. 40 (each test)	5	55.00	275.00
Percent Passing No. 200 Sieve (each test)	5	42.00	210.00
Moisture Density Relationship - Standard Proctor (each test)	5	175.00	875.00
Nuclear Density Test - Soils (each test)	45	22.00	990.00
Nuclear Density Test - Asphalt (each test)	20	22.00	440.00
Air Content of Fresh Concrete - Pressure (each test)	10	20.00	200.00
Concrete Cylinder Compressive Strength Test (each cylinder)	40	16.00	640.00
Coring Rig (per day)	4	75.00	300.00
Extraction & Gradation. Percent Asphalt (per test)	3	225.00	675.00
Asphalt Cores (each core)	15	60.00	900.00
Soil Engineering Technician (per hour)	50	41.00	2,050.00
Concrete Engineering Technician (per hour)	50	44.00	2,200.00
Asphalt Engineering Technician (per hour)	50	44.00	2,200.00
Vehicle Trip Charge (Soils) (per trip)	25	37.00	925.00
Vehicle Trip Charge (Concrete) (per trip)	20	37.00	740.00
Vehicle Trip Charge (Asphalt) (per trip)	10	37.00	370.00
Project Engineer (per hour)	11	105.00	1,155.00
Project Management (per hour)	13.75	67.00	921.25
Clerical/Administrative (per hour)	27	40.00	1,080.00
Test Report (each)	55	30.00	1,650.00

MEG Appreciates The Opportunity to Serve You.
Local People Helping To Build The Rio Grande Valley.

Total $19,101.25