AI-29910 **2. A.**

CC CONSENT

Meeting Date: 12/06/2011

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:

Available account balance as of 11-30-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/30/2011 12:36 PM
Budget & Management	Merlen P. Munoz	11/30/2011 01:06 PM
JC Carreon	JC Carreon	11/30/2011 02:01 PM
Auditor's Office	Arcilia Duran	12/01/2011 02:42 PM

Form Started By: Myra Montoya Started On: 11/30/2011 11:53 AM

Final Approval Date: 12/01/2011

DATE: 11/30/2011

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	311-MANAGEMENT CONSULTING SERVICES	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$545.00
1-1100-421-00-280-001-0-	331-PHYSICIAN SERVICES	➔	1-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$5,500.00
1-1100-421-00-280-001-0-	336- COMPUTER SERVICES	➔	1-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$3,000.00
1-1100-421-00-280-001-0-	339- OTHER PROFESSIONAL SERVICES	➔	1-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$36,305.00
1-1100-421-00-280-001-0-	342- INFORMATION AND CREDIT SERVICES	➔	1-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$642.00
1-1100-421-00-280-001-0-	343- LAUNDRY AND DRY CLEANING	➔	1-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$911.00
1-1100-421-00-280-001-0-	350- OTHER SERVICES	➔	1-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$100.00
1-1100-421-00-280-001-0-	411- WATER/SEWERAGE	➔	1-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$2,500.00
1-1100-421-00-280-001-0-	413- ELECTRONIC SURVEILLANCE AND SECURITY	➔	1-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$320.00
1-1100-421-00-280-001-0-	421- DISPOSAL	➔	1-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$4,200.00
1-1100-421-00-280-001-0-	425-PEST CONTROL	➔	1-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$1,000.00
1-1100-421-00-280-001-0-	441-RENTAL OF LAND AND BUIDINGS	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$2,900.00
1-1100-421-00-280-001-0-	442- RENTAL OF EQUIPMENT AND VEHICLES	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$6,000.00
1-1100-421-00-280-001-0-	529- SURETY AND NOTARY BONDS	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$1,000.00
1-1100-421-00-280-001-0-	532- WIRELESS DEVICES	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$8,312.00
1-1100-421-00-280-001-0-	550- PRINTING AND BINDING	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$1,756.00
1-1100-421-00-280-001-0-	610- FEED FOR ANIMALS	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$1,600.00
1-1100-421-00-280-001-0-	622- ELECTRICITY	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$10,000.00
1-1100-421-00-280-001-0-	623- BOTTLED GAS	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$1,000.00
1-1100-421-00-280-001-0-	640-REFERENCE MATERIALS	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$844.00
1-1100-421-00-280-001-0-	667-MINOR SOFTWARE	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$15,000.00
1-1100-421-00-280-001-0-	668- POLICE WEAPONS AND BULLETPROOF VESTS	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$1,900.00
1-1100-421-00-280-001-0-	741-VEHICLES	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$145.00
1-1100-421-00-280-001-0-	743- OFFICE FURNITURE AND EQUIPMENT	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$115.00
1-1100-421-00-280-001-0-	747-SOFTWARE	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$11,000.00
1-1100-421-00-280-001-0-	748-OTHER EQUIPMENT	➔	1-1100-421-00-280-001-0	626- GASOLINE / DIESEL	$870.00
1-1100-421-00-280-001-0-	560-MICROFILM AND FILM DEVELOPMENT	➔	1-1100-421-00-280-001-0	582- TRANSPORTATION OF DETAINEES	$1,000.00
1-1100-421-00-280-001-0-	619- OTHER MISCELLANEOUS SUPPLIES	➔	1-1100-421-00-280-001-0	582- TRANSPORTATION OF DETAINEES	$8,000.00
	T O T A L				**$126,465.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR NOVEMBER FUEL ACTIVITY AND FOR TRANSPORTATION OF DETAINEES FOR THE REMAINDER OF FISCAL YEAR.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-29901 **2. B.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1100-423-21-280-002-0-

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

BUDGETARY IMPACT:

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/30/2011 11:51 AM
Budget & Management	Merlen P. Munoz	11/30/2011 12:58 PM
Veronica Ortiz	Veronica Ortiz	12/01/2011 04:34 PM
Auditor's Office	Arcilia Duran	12/01/2011 05:00 PM

Form Started By: Virginia Rodriguez Started On: 11/30/2011 11:14 AM

Final Approval Date: 12/01/2011

DATE: NOVEMBER 28, 2011

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 1100-423-21-280-002-0-

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 NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-423-21-280-002-0-	582-TRANSPORTATION OF DETAINEES	1-1100-423-21-280-002-0-	607-HOUSEHOLD AND JANITORIAL SUPPLIES	4,000.00

AI-29869 **2. C.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Adult Detention Facility (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1100-423-21-280-002-0-

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

BUDGETARY IMPACT:

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Anacleto Martinez	Monica Badillo	11/30/2011 02:35 PM
Emilia Uriegas	Emilia Uriegas	11/30/2011 03:25 PM
Budget & Management	Merlen P. Munoz	12/01/2011 01:24 PM
Veronica Ortiz	Veronica Ortiz	12/02/2011 09:22 AM
Auditor's Office	Arcilia Duran	12/02/2011 03:02 PM

Form Started By: Virginia Rodriguez Started On: 11/29/2011 09:24 AM

Final Approval Date: 12/02/2011

DATE: NOVEMBER 28, 2011

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 1100-423-21-280-002-0-

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 NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1100-423-21-280-002-0-	671-R&M SUPPLIES-BLDG	1-1100-423-21-280-002-0-	672-VEH R&M SUPPLIES-EQUIP.	8,000.00
1-1100-423-21-280-002-0-	679-R&M SUPPLIES-OTHER	1-1100-423-21-280-002-0-	664-MINOR EQUIPMENT	500.00
1-1100-423-21-280-002-0-	605-CLOTHING & UNIFORMS	1-1100-423-21-280-002-0-	411-WATER/SEWERAGE	8,000.00
1-1100-423-21-280-002-0-	339-OTHER PROFESSIONAL SERVICES	1-1100-423-21-280-002-0-	432- VEH R&M SERVICE-EQUIP	10,000.00
		T O T A L		$26,500.00

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR THE REMAINDER OF FISCAL YEAR

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-29970 **2. D.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

2011 - Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-260-001-0

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

BUDGETARY IMPACT:

584- Registration Fees- Balance as of 12/2/11 $250.00
532- Wireless Devices- Balance as of 12/2/11 $200.00

Attachments

Membership Fees

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/02/2011 09:40 AM
Veronica Ortiz	Veronica Ortiz	12/02/2011 02:38 PM
Auditor's Office	Arcilia Duran	12/02/2011 02:43 PM

Form Started By: Rebecca Gomez Started On: 12/02/2011 09:21 AM

Final Approval Date: 12/02/2011

DATE: December 2, 2011

DEPARTMENT HEAD: Jose N. Pena

DEPARTMENT NAME: Right Of Way

ACCOUNT NUMBER: 1-1200-431-00-260-001-0

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

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
584	REGISTRATION FEES	810	DUES & MEMBERSHIPS	210.00
532	WIRELESS DEVICES	810	DUES & MEMBERSHIPS	200.00
			TOTALS:	410.00

REASON: need funds for pending invoices

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-29957 **2. E.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Yvonne Ramon Submitted By: Veronica Lopez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2011- Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

336 --> 432 $189.42

540 --> 432 $189.56

540 -->431 $85.00

Available balance as of 12/1/11

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 10:03 AM
Ana Galvan	Ana Galvan	12/02/2011 02:37 PM
Auditor's Office	Arcilia Duran	12/02/2011 02:39 PM

Form Started By: Veronica Lopez Started On: 12/01/2011 09:26 AM

Final Approval Date: 12/02/2011

DATE: December 1, 2011

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 1-1100-414-00-130-001-0-XXX

2011
Transfer

AI- 29957

Contact Person: Veronica Lopez **Ph#:** (956) 318-2570 Ext. 5715

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
336	Computer Services	432	Equip & Vehicle R & M Services	$189.42
540	Advertising	432	Equip & Vehicle R & M Services	$189.56
540	Advertising	431	Bldgs & Other Struc R & M Services	$85.00
			TOTAL	$463.98

REASON: ***Transfer needed for vehicle repair.***

_____ ___/___/___

APPROVED BY **DATE**

_____ _____

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-29953 **2. F.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2011 - I.T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-1-11

Attachments

Intra-Dept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 09:56 AM
JC Carreon	JC Carreon	12/01/2011 02:36 PM
Auditor's Office	Arcilia Duran	12/01/2011 04:02 PM

Form Started By: Edna Kirby Started On: 12/01/2011 08:30 AM

Final Approval Date: 12/01/2011

DATE: December 6, 2011

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 1-1100-415-00-200-001-0-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
747	INFO TECH DEPT-SOFTWARE	581	INFO TECH DEPT-TRAVEL IN COUNTY	$1,500.00
			TOTAL	$1,500.00

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-29931 **2. G.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Indigent Defense Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Indigent Defense (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-009-003-0-220

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

BUDGETARY IMPACT:

Funds from lapsed salaries available as of 11/30/2011, refer to Salary analysis.

Attachments

Salary analysis

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 03:42 PM
Sylvia Solis	Sylvia Solis	11/30/2011 03:51 PM
Rosalinda Cantu (Originator)	Rosie Cantu	12/01/2011 01:08 PM
Auditor's Office	Arcilia Duran	12/01/2011 02:45 PM

Form Started By: Rosie Cantu Started On: 11/30/2011 02:38 PM

Final Approval Date: 12/01/2011

INDIGENT DEFENSE

SALARIES ANALYSIS WORKSHEET

As of 11/30/2011

Acct No: 1-1100-412-00-009-003-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
115	Longevity Pay	$3,300.00	$137.50	2.0	$275.00	($24.37)	($299.37)
211	Health	$29,148.00	$1,214.50	1.0	$1,214.50	$885.50	($329.00)
220	FICA	$22,855.00	$879.04	3.0	$2,637.12	$3,474.87	$837.75
250	Unemployment	$1,494.00	$57.46	3.0	$172.38	$171.37	($1.01)
TOTAL		**$56,797.00**	**$2,288.50**		**$4,299.00**	**$4,507.37**	**$208.37**



DATE: November 30, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Indigent Defense

ACCOUNT NUMBER: 1-1100-412-00-009-003-0-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
220	FICA	115	LONGEVITY PAY	300.00
220	FICA	211	HEALTH INSURANCE	330.00
220	FICA	250	UNEMPLOYMENT COMP	2.00
			TOTAL	632.00

REASON:
Intradepartmental Transfer to fund salary related year-end expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29951 **2. H.**

CC CONSENT

Meeting Date: 12/06/2011

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?: N

BUDGETARY IMPACT:

Funds available as of 12/02/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 08:08 AM
Ana Galvan	Ana Galvan	12/02/2011 02:20 PM
Auditor's Office	Arcilia Duran	12/02/2011 02:38 PM

Form Started By: Stephanie Palacios Started On: 11/30/2011 05:55 PM

Final Approval Date: 12/02/2011

DATE: **November 30, 2011**

ELECTED OFFICIAL **Laura Hinojosa**

DEPARTMENT NAME: **District Clerk**

ACCOUNT NUMBER: **1-1100-412-00-090-001-0-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 DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	Computer Services	550	Printing & Binding	$5,964.92
336	Computer Services	607	Household & Janitorial Supplies	$500.00
336	Computer Services	661	Minor Office Furniture & Equipment	$1,650.00
336	Computer Services	667	Minor Software	$480.00
336	Computer Services	743	Office Furniture & Equipment	$7,173.00
336	Computer Services	601	Office & Computer Supplies	$935.08
584	Registration Fees	601	Office & Computer Supplies	$35.00
640	Reference Materials	601	Office & Computer Supplies	$500.00
810	Dues & Memberships	601	Office & Computer Supplies	$50.00
			TOTAL	**$17,288.00**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-29862 **2. I.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2011 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-01-11

Attachments

back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/28/2011 03:03 PM
Veronica Ortiz	Veronica Ortiz	12/01/2011 04:33 PM
Auditor's Office	Arcilia Duran	12/01/2011 04:56 PM

Form Started By: Nielda Cavazos Started On: 11/28/2011 02:10 PM

Final Approval Date: 12/01/2011

DATE: **11/172011**

DEPARTMENT HEAD: **Martha L. Salazar, CPPB**

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **1-1100-415-18-160-001-0**

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**
350	other services	550	printing and binding	$700.00

AI-29919 **2. J.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Norma Longoria Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2011 - WIC BF (1292)

BACKGROUND

Line Item Transfer
1.1292.441.00.350.002.2.xxx

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1292-441-00-350-002-2-230

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

BUDGETARY IMPACT:

See attached analysis for funding source and availability of funds.

Attachments

BF L/T

Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 02:02 PM
Rosalinda Cantu	Rosie Cantu	12/01/2011 11:31 AM
Auditor's Office	Arcilia Duran	12/01/2011 04:06 PM

Form Started By: Margarita Gonzalez Started On: 11/30/2011 01:44 PM

Final Approval Date: 12/01/2011

DATE: 11/30/11

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 1.1292.441.00.350.002.2

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO			
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)		ACCOUNT NAME	AMOUNT
1.1292.441.00.350.002.2	113 F/T Employees	→	1.1292.441.00.350.002.2	230	Retirement	10,000.00
1.1292.441.00.350.002.2	211 Health Insurance	→	1.1292.441.00.350.002.2	230	Retirement	10,000.00
Total:						20,000.00

REASON: To encumber cost that is needed

Department Head Signature

APPROVED COMMISSIONERS COURT

/ /

Date

ATTEST COUNTY CLERK

WIC B/F GRANT

SALARIES ANALYSIS WORKSHEET

12/1/2011

Acct No: 1-1292-441-00-350-002-2-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular F/Time	$763,248.00	$29,355.69	3	$88,067.08	$279,175.80	**$191,108.72**
211	Health Insurance	$133,248.00	$5,552.00	1	$5,552.00	$46,023.50	**$40,471.50**
230	Retirement	$73,646.00	$6,137.17	3	$18,411.50	($4,897.82)	**($23,309.32)**
TOTAL		**$763,248.00**	**$29,355.69**	**-**	**$88,067.08**	**$279,175.80**	**$191,108.72**

Grant period: October 01, 2011 through September 31, 2012.
Analysis period: through end of 2011 only.

Renewal of grant approved by CC on 09/27/2011.
Partial funding was awarded with commitment from grantor of additional funding later in grant period.

DBM-rc

AI-29915 **2. K.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Juan Martinez Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2011 - Fire Marshal (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-422-10-300-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/01/2011.

Attachments

LIT.12-06-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 01:43 PM
Ana Galvan	Ana Galvan	12/01/2011 04:48 PM
Auditor's Office	Arcilia Duran	12/01/2011 05:01 PM

Form Started By: Yolanda Orozco Started On: 11/30/2011 01:20 PM

Final Approval Date: 12/01/2011

DATE: December 6, 2011

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 1-1100-422-10-300-001-0-XXX

SUBJECT: **Budget Line-Item Transfer(s)**

Honorable Commissioner's 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
1-1100-422-10-300-001-0-811	Licenses & Permits		1-1100-422-10-300-001-0-810	Dues Memberships	$100.00
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					$100.00

REASON: To pay membership dues to the Rio Grande Valley Firemen's & Fire Marshals' Association.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-29907 **2. L.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: ROW DEPARTMENT Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - ROW (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-260-001-0-113

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

BUDGETARY IMPACT:

R-O-W DEPT-REG F/T EMPLOYEES

Available funds from lapsed salaries as of 11/30/11, see attached salary analysis.

Attachments

analysis

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 12:59 PM
Sylvia Solis	Sylvia Solis	11/30/2011 03:59 PM
Auditor's Office	Arcilia Duran	12/01/2011 02:35 PM

Form Started By: Rosie Cantu Started On: 11/30/2011 11:49 AM

Final Approval Date: 12/01/2011

ROW DEPARTMENT

SALARIES ANALYSIS WORKSHEET

11/30/2011

Acct No: 1-1200-431-00-260-001-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular F/Time	$35,157.00	$1,352.19	3	$4,056.58	$36,411.98	**$32,355.40**
211	Health Insurance	$8,328.00	$347.00	1	$347.00	($46.96)	**($393.96)**
212	Life Insurance	$54.00	$4.50	1	$4.50	$2.25	**($2.25)**
TOTAL		**$35,157.00**	**$1,352.19**	**-**	**$4,056.58**	**$36,411.98**	**$32,355.40**

DBM-rc

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: November 30, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for ROW DEPARTMENT

ACCOUNT NUMBER: 1-1200-431-00-260-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	**Description**	**TO** Object Code	**Description**	**Amount**
113	REG F/T EMPLOYEES	211	HEALTH INSURANCE	$ 400.00
113	REG F/T EMPLOYEES	212	LIFE INSURANCE	$ 5.00
			TOTAL	**$ 405.00**

REASON:

TO FUND END OF YEAR EXPENDITURES AND INCREASE IN HEALTH PREMIUMS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

AI-29885 **2. M.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Facilities Mgmt. Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Facilities Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 11/30/11.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 08:25 AM
JC Carreon	JC Carreon	11/30/2011 09:32 AM
Auditor's Office	Angela Garcia	11/30/2011 02:15 PM
JC Carreon	JC Carreon	11/30/2011 02:27 PM

Form Started By: Olga Garza Started On: 11/29/2011 04:51 PM

Final Approval Date: 11/30/2011

DATE: December 6, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Facilities Mgmt

ACCOUNT NUMBER: 1-1100-419-40-220-001-0-XXX

Contact Person: Olga Garza **Ph#:** (956) 292-7025 Ext. 5427

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
742	HEAVY EQUIPMENT	672	EQ&VEH R&M SUPPLIES	5,500.00
742	HEAVY EQUIPMENT	343	LAUNDRY & DRY CLEANING	600.00
671	BLDGS. & OTHER STRUC. R&M SUPP	425	PEST CONTROL	1,300.00
			TOTAL	7,400.00

REASON:

Intradepartmental Transfer to cover any necessary expenss for the rest of the year.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29829 **2. N.**

CC CONSENT

Meeting Date: 12/06/2011

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: 2011 ACCT. #: 1-1293-441-00-340-008-1-XXX

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 02:53 PM
Veronica Ortiz	Veronica Ortiz	11/23/2011 11:14 AM
Auditor's Office	Arcilia Duran	11/23/2011 11:36 AM

Form Started By: Mike Escaname Started On: 11/22/2011 02:40 PM

Final Approval Date: 11/23/2011

Date: November 22, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-00-340-008-1- T.B. CONTROL
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
1-1293-441-00-340-008-1-601	T.B. CONTROL-OFFICE & CON	1-1293-441-00-340-008-1-661	T.B. CONTROL-MINOR OFFICE	$800.00
			Amount	$ 800.00

Revenue Account
Amount Requested: $ 800.00

Reason: Line item transfer needed to process credit invoice ----> U:\Mikes Files 092710\Scanned Do

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-29834 **2. O.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/01/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/23/2011 08:05 AM
Ana Galvan	Ana Galvan	12/01/2011 11:43 AM
Auditor's Office	Arcilia Duran	12/01/2011 02:03 PM

Form Started By: Dairen Sarmiento Started On: 11/22/2011 04:45 PM

Final Approval Date: 12/01/2011

DATE: November 29, 2011

DEPARTMENT HEAD: Dairen Sarmiento

DEPARATMENT NAME: ***HUMAN SERVICES***

ACCOUNT NUMBER: 1-1100-444-00-240-001-0-

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:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	office & computer supplies	607	household & janitorial supplies	$ 102.00
			TOTAL	$ 102.00

Reason:

Dairen Sarmiento — Department Head Signature

11/22/2011 — Date

Approved Commissioners' Court

Date

Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-29873 **2. P.**

CC CONSENT

Meeting Date: 12/06/2011

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. #: 1-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/29/2011 11:18 AM
Veronica Ortiz	Veronica Ortiz	12/01/2011 04:34 PM
Auditor's Office	Arcilia Duran	12/01/2011 04:58 PM

Form Started By: Mike Escaname Started On: 11/29/2011 10:48 AM

Final Approval Date: 12/01/2011

Date: November 29, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-003-0 CLINICS
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
1-1100-441-00-340-003-0-331	HEALTH CLINICS-PHYSICIAN S	1-1100-441-00-340-003-0-609	HEALTH ADM-AGRI & LANDSC	$ 4,300.00
1-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEA	1-1100-441-00-340-003-0-609	HEALTH ADM-AGRI & LANDSC	$ 553.75
1-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEA	1-1100-441-00-340-003-0-631	HEALTH CLINICS-BOTTLED W	$ 500.00
			Amount	$ 5,353.75

Revenue Account
Amount Requested: $ 5,353.75

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-29896 **2. Q.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: DBM- EMPLOYEE BENEFITS DIVISION **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - DBM Health Benefits Div (2201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-2201-415-00-115-009-0-113

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

BUDGETARY IMPACT:

DBM-HEALTH INS ADM-REG F/T EMPLOYEES
Available funds in lapsed salaries as of 11/30/11.

Attachments

transfer

analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 10:23 AM
Sylvia Solis	Sylvia Solis	12/01/2011 01:28 PM
Auditor's Office	Arcilia Duran	12/01/2011 02:34 PM
Purchasing Department	Marty Salazar	12/01/2011 05:07 PM

Form Started By: Rosie Cantu Started On: 11/30/2011 10:02 AM

Final Approval Date: 12/01/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: November 30, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for HEALTH BENEFITS DIVISION

ACCOUNT NUMBER: 1-2201-415-00-115-009-0-XXX HEALTH BENEFITS ADM

SUBJECT: **Intradepartmental transfer(s)**

Contact: Rosie Cantu
Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
113	REG F/T EMPLOYEES	115	LONGEVITY	$ 210.00
			TOTAL	**$ 210.00**

REASON: TO FUND THE PRORATED LONGEVITY PAY AMOUNT AFFORDED TO EMPLOYEE WHO TRANSFERRED TO THE HEALTH BENEFITS DIVISION. THE EMPLOYEE WAS ENTITLED TO LONGEVITY PAY PER POLICY. EMPLOYEE, NO. 122165, TRANSFER DATE WAS 06/20/11.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-201

HEALTH INSURANCE ADM

SALARIES ANALYSIS WORKSHEET

11/30/2011

Acct No: 1- 2201-415-00-115-009-0-XXX

Object Code	Acct. Description	2011 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular F/Time	$251,874.00	$9,687.46	3	$29,062.38	$33,478.76	**$4,416.38**
115	Longevity	$2,280.00	$95.00	2	$190.00	($20.00)	**($210.00)**
TOTAL		**$251,874.00**	**$9,687.46**	**-**	**$29,062.38**	**$33,478.76**	**$4,416.38**

DBM-rc

AI-29972 **2. R.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-2-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/02/2011 11:29 AM
JC Carreon	JC Carreon	12/02/2011 01:30 PM
Auditor's Office	Arcilia Duran	12/02/2011 02:35 PM

Form Started By: Rene Perez Started On: 12/02/2011 11:02 AM

Final Approval Date: 12/02/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 12/2/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1100-415-40-180-001-0

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:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
601	Office & Computer Supplies	631	Bottled Watter	$350.00
			TOTAL	$350.00

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-29936 **2. S.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - 13th Court of Appeals (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-040-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/30/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 03:45 PM
JC Carreon	JC Carreon	11/30/2011 04:48 PM
Auditor's Office	Arcilia Duran	12/01/2011 01:41 PM

Form Started By: Sylvia Solis Started On: 11/30/2011 03:18 PM

Final Approval Date: 12/01/2011

DATE: November 30, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 13th Court of Appeals

ACCOUNT NUMBER: 1-1100-412-00-040-001-0-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
432	EQUIP&VEH R&M SRV	431	BLDG&OTHR STRUC R&M SRV	580.00
			TOTAL	580.00

REASON:

Intradepartmental Transfer to fund the repair and maintenance expenditures associated with the court room.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29985 **2. T.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Dora Lopez Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - 92nd District Court (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/02/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/02/2011 04:09 PM
Ana Galvan	Ana Galvan	12/02/2011 04:26 PM
Auditor's Office	Angela Garcia	12/02/2011 04:27 PM

Form Started By: Angela Garcia Started On: 12/02/2011 04:06 PM

Final Approval Date: 12/02/2011

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: December 2, 2011

DEPARTMENT HEAD: HON. RICARDO RODRIGUEZ

DEPARTMENT NAME: 92ND DISTRICT COURT

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

CONTACT PERSON: DORA LOPEZ

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		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
431	BLDG & OTHER STRUC R&M SRVS	664	OTHER MINOR EQUIPMENT	1,592.00
431	BLDG & OTHER STRUC R&M SRVS	619	OTHER MISC. SUPPLIES	630.00
431	BLDG & OTHER STRUC R&M SRVS	601	OFFICE & COMPUTER SUPPLIES	140.00
			TOTAL	2,362.00

REASON: TRANSFER IS NEEDED FOR COURTROOM CAMERA AND ALARM.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29855 **2. U.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Noe Gonzalez, Judge Presiding Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2011 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-007-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/01/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/28/2011 10:13 AM
Ana Galvan	Ana Galvan	12/01/2011 02:21 PM
Auditor's Office	Arcilia Duran	12/01/2011 02:31 PM

Form Started By: Esther Contreras Started On: 11/28/2011 09:03 AM

Final Approval Date: 12/01/2011

DATE: **November 28, 2011**

DEPARTMENT HEAD: **NOE GONZALEZ**

DEPARTMENT NAME: **370th DISTRICT COURT**

ACCOUNT NUMBER: **1-1100-412-00-007-001-0-XXX**

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following intradepartmental transfer/s 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**
890	OTHER	311	MGMT CONSULTING SRV	$2,487.58
584	REGISTRATION FEES	311	MGMT CONSULTING SRV	$1,035.00
630	FOOD	311	MGMT CONSULTING SRV	$300.00
583	TRAVEL OUT OF COUNTY	311	MGMT CONSULTING SRV	$988.08
631	BOTTLED WATER	311	MGMT CONSULTING SRV	$200.00
531	TELEPHONE	311	MGMT CONSULTING SRV	$289.34
			TOTAL	**5,300.00**

REASON: **Transfer is needed to fund current and future expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-29945 **2. V.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - CCL #6 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-026-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/1/11.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 08:07 AM
JC Carreon	JC Carreon	12/01/2011 09:17 AM
Auditor's Office	Arcilia Duran	12/01/2011 01:42 PM

Form Started By: Sylvia Solis Started On: 11/30/2011 04:40 PM

Final Approval Date: 12/01/2011

DATE: November 30, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law #6

ACCOUNT NUMBER: 1-1100-412-00-026-001-0-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
550	PRINTING & BINDING	631	BOTTLED WATER	200.00
			TOTAL	200.00

REASON:
Intradepartmental Transfer to fund the bottled water expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29868 **2. W.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Naomi DeSmith Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - CCL #7 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-027-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/01/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/29/2011 09:53 AM
Ana Galvan	Ana Galvan	12/01/2011 03:51 PM
Auditor's Office	Arcilia Duran	12/01/2011 04:08 PM

Form Started By: Angela Garcia Started On: 11/29/2011 09:04 AM

Final Approval Date: 12/01/2011

INTRADEPARTMENTAL TRANSFER

DATE: November 29, 2011

DEPARTMENT HEAD: ROLANDO CANTU

DEPARTMENT NAME: COUNTY COURT #7

ACCOUNT NUMBER: 1-1100-412-00-027-001-0-XXX

CONTACT PERSON: NAOMI DE SMITH

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
743	Office Furniture & Equipment	601	Office & Computer Supplies	2,085.05
745	Computer Equipment	601	Office & Computer Supplies	2,000.00
			TOTAL	4,085.05

REASON: Transfer is needed to purchase office supplies.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29961 **2. X.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Kimberly Echavarria, J.P. 3, 1

Department: J.P. 3, 1

Information

CAPTION

2011 - J.P. 3/1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-065-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-02-11

Attachments

Line Item Transfers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 01:26 PM
Veronica Ortiz	Veronica Ortiz	12/02/2011 09:24 AM
Auditor's Office	Arcilia Duran	12/02/2011 02:36 PM

Form Started By: Kimberly Echavarria Started On: 12/01/2011 11:29 AM

Final Approval Date: 12/02/2011

2010 Line Item Transfer(s)
Justice of the Peace Pct. 3 Pl. 1

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,

FROM										TO									
ACCOUNT NUMBER								ACCOUNT NAME		ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
1	1100	412	00	065	001	0	442	Equip & Vehi Rentals	->	1	1100	412	00	065	001	0	581	In County Travel	$ 27.76
									->										
1	1100	412	00	065	001	0	535	Postage	->	1	1100	412	00	065	001	0	581	In County Travel	$ 193.00
									->										
									->										
									->										
									->

AI-29850 **2. Y.**

CC CONSENT

Meeting Date: 12/06/2011

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 11/29/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/23/2011 04:18 PM
JC Carreon	JC Carreon	11/29/2011 10:12 AM
Auditor's Office	Arcilia Duran	12/01/2011 02:05 PM

Form Started By: Nancy Ponce Started On: 11/23/2011 03:43 PM

Final Approval Date: 12/01/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: November 23, 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**
432	EQUIP&VEH R&M SRV	672	EQ & VEH R&M SUPPLIES	$ 560.28
			TOTAL	**$ 560.28**

REASON: TRANSFER NEEDED TO MAKE PURCHASE FOR OUR OFFICE
UNIT #403 AT CONSTABLE PCT 4, AS IT IS NEEDED FOR SERVICE AS SOON AS POSSIBLE

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-29955 **2. Z.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Melissa Robledo, 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 12-1-11

Attachments

2011 - Pct#1 SAN (1100

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 09:59 AM
JC Carreon	JC Carreon	12/01/2011 02:34 PM
Auditor's Office	Arcilia Duran	12/01/2011 04:04 PM

Form Started By: Melissa Robledo Started On: 12/01/2011 08:52 AM

Final Approval Date: 12/01/2011

DATE: December 5, 2011 **MEETING REQUEST DATE:** December 6, 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	601	OFFICE SUPPLIES	1	-1100	-432	-00	-121	-001	-0	609	AGRI & LANDSCAP	500.00
1	-1100	-432	-00	-121	-001	-0	619	OTHER MISC SUPPL	1	-1100	-432	-00	-121	-001	-0	609	AGRI & LANDSCAP	300.00
1	-1100	-432	-00	-121	-001	-0	631	BOTTLED WATER	1	-1100	-432	-00	-121	-001	-0	609	AGRI & LANDSCAP	500.00
																		1,300.00

REASON: NEEDED TO COVER FUTURE EXPENSES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-29954 **2. AA.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Patricia Balli, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/02/2011.

Attachments

LINE ITEM TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 09:57 AM
Ana Galvan	Ana Galvan	12/02/2011 03:33 PM
Auditor's Office	Arcilia Duran	12/02/2011 03:53 PM

Form Started By: Patricia Balli Started On: 12/01/2011 08:41 AM

Final Approval Date: 12/02/2011

DATE: December 5, 2011 **MEETING REQUEST DATE:** December 6, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI# Revised-29954

DEPARTMENT NAME: PCT #1 Road & Bridge JE-

ACCOUNT NUMBER: 1-1200-431-00-121-005-0-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	-005	-0	339	OTHER PROF SRV	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	3.65
1	-1200	-431	-00	-121	-005	-0	343	LAUNDRY & DRY CLEANING	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	164.94
1	-1200	-431	-00	-121	-005	-0	423	CUSTODIAL	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	595.06
1	-1200	-431	-00	-121	-005	-0	425	PEST CONTROL	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	48.00
1	-1200	-431	-00	-121	-005	-0	431	BLDG & OTHR STRC R&M SRVS	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	405.75
1	-1200	-431	-00	-121	-005	-0	432	EQUIP & VEH R&M SERVICES	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	2,000.00
1	-1200	-431	-00	-121	-005	-0	433	R&B R&M SERVICES	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	626.00
1	-1200	-431	-00	-121	-005	-0	442	EQ & VEHICLE RENTALS	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	231.88
1	-1200	-431	-00	-121	-005	-0	535	POSTAGE	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	100.00
1	-1200	-431	-00	-121	-005	-0	604	MEDICAL & LAB SUPPLIES	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	600.00
1	-1200	-431	-00	-121	-005	-0	605	CLOTHING & UNIFORMS	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	10,000.00
1	-1200	-431	-00	-121	-005	-0	609	AGRI & LANDSCAPING SUPPLIES	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	729.81
1	-1200	-431	-00	-121	-005	-0	619	OTHER MISC SUPPLIES	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	1,000.00
1	-1200	-431	-00	-121	-005	-0	623	BOTTLED GAS	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	542.84
1	-1200	-431	-00	-121	-005	-0	630	FOOD	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	667.94
1	-1200	-431	-00	-121	-005	-0	631	BOTTLED WATER	1	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	500.00
1	-1200	-431	-00	-121	-005	-0	661	MINOR OFFICE FURN	1	-1200	-431	-00	-121	-005	-0	622	ELECTRICITY	100.00
1	-1200	-431	-00	-121	-005	-0	664	OTHER MINOR EQUIPMENT	1	-1200	-431	-00	-121	-005	-0	622	ELECTRICITY	400.00
1	-1200	-431	-00	-121	-005	-0	739	OTHER STRUCTURES	1	-1200	-431	-00	-121	-005	-0	622	ELECTRICITY	22.06
1	-1200	-431	-00	-121	-005	-0	748	OTHER EQUIPMENT	1	-1200	-431	-00	-121	-005	-0	622	ELECTRICITY	1,407.02
																		20,144.95

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-29929 **2. BB.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Anthony Webber, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-01-11

Attachments

2011 PCT. # 1 PARK (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 03:41 PM
Veronica Ortiz	Veronica Ortiz	12/01/2011 04:35 PM
Auditor's Office	Arcilia Duran	12/01/2011 05:02 PM

Form Started By: Anthony Webber Started On: 11/30/2011 02:30 PM

Final Approval Date: 12/01/2011

DATE: December 5, 2011 **MEETING REQUEST DATE:** December 6, 2011

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 PARKS JE-

ACCOUNT NUMBER: 1-1100-452-00-121-013-0-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	452	00	121	013	0	601	OFFICE AND COMPUTER	1	1100	452	00	121	013	0	679	REPAIR AND MAINTENAN	267.86
1	1100	452	00	121	013	0	431	REPAIR AND MAINTENAN	1	1100	452	00	121	013	0	679	REPAIR AND MAINTENAN	258.91
1	1100	452	00	121	013	0	619	OTHER MISCELLANEOUS	1	1100	452	00	121	013	0	679	REPAIR AND MAINTENAN	473.23
																		1,000.00

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-29851 **2. CC.**

CC CONSENT

Meeting Date: 12/06/2011

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 12/02/11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/28/2011 08:01 AM
Veronica Ortiz	Veronica Ortiz	12/02/2011 09:18 AM
Auditor's Office	Arcilia Duran	12/02/2011 03:03 PM

Form Started By: Yolanda Cisneros Started On: 11/23/2011 04:34 PM

Final Approval Date: 12/02/2011

DATE: November 23, 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
550	PRINTING & BINDING	421	DISPOSAL	$750.00
604	MEDICAL & LAB SUPPLIES	421	DISPOSAL	$200.00
619	OTHER MISCELLANEOUS SUPPLIES	421	DISPOSAL	$300.00
739	OTHER STRUCTURES	421	DISPOSAL	$200.00
748	OTHER EQUIPMENT	421	DISPOSAL	$950.00
			TOTAL	**$2,400.00**

REASON:
Transfer needed for funding for expenditures of THE CONTINUED OPERATION OF THE DEPARTMENT .

DEPARTMENT HEAD SIGNATURE

11/23/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29904 **2. DD.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-123-008-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/01/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 11:43 AM
Ana Galvan	Ana Galvan	12/01/2011 04:41 PM
Auditor's Office	Arcilia Duran	12/01/2011 04:59 PM

Form Started By: Norma Ceballos Started On: 11/30/2011 11:31 AM

Final Approval Date: 12/01/2011

INTRADEPARTMENTAL TRANSFER

DATE: November 30, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 1-1100-452-00-123-008-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956) 585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
671	Bldg & Other Structures R&M Supplies	613	Safety Supplies	$ 150.00
671	Bldg & Other Structures R&M Supplies	672	Equip & Vehicle R & M Supplies	$ 200.00
			TOTAL	**$ 350.00**

REASON: Transfer is needed to fund expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29866 **2. EE.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 11-29-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/28/2011 04:34 PM
JC Carreon	JC Carreon	11/29/2011 10:07 AM
Auditor's Office	Arcilia Duran	12/01/2011 02:07 PM
Dina Trevino	Merlen P. Munoz	12/01/2011 04:31 PM
Auditor's Office	Arcilia Duran	12/01/2011 04:57 PM

Form Started By: Norma Ceballos Started On: 11/28/2011 03:17 PM

Final Approval Date: 12/01/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: 11/28/11

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
731	Pct #3 Rd. Maint. - Roads	626	Pct #3 Rd. Maint. - Gasoline/Diesel	$ 20,000.00
			TOTAL	**$ 20,000.00**

REASON: Expected Expenses. Need to increase purchase order and pay invoices

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-29937 **2. FF.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-123-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/02/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 03:46 PM
Ana Galvan	Ana Galvan	12/02/2011 10:26 AM
Auditor's Office	Arcilia Duran	12/02/2011 02:51 PM

Form Started By: Norma Ceballos Started On: 11/30/2011 03:23 PM

Final Approval Date: 12/02/2011

INTRADEPARTMENTAL TRANSFER

DATE: November 30, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-123-001-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956) 585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer's in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
421	Disposal	673	Road & Bridge R&M Supplies	**$ 500.00**
			TOTAL	**$ 500.00**

REASON: Transfer is needed to fund expected expenditures.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29935 **2. GG.**

CC CONSENT

Meeting Date: 12/06/2011

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

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-01-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 08:02 AM
Veronica Ortiz	Veronica Ortiz	12/01/2011 04:37 PM
Auditor's Office	Arcilia Duran	12/01/2011 05:03 PM

Form Started By: Jr. Munoz Started On: 11/30/2011 03:07 PM

Final Approval Date: 12/01/2011

DATE: 12/05/11 **AI#** _____

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

ACCOUNT NUMBER: 1-1100-452-00-124-009-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

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 NAME	TO	OBJECT NAME	AMOUNT
605	Clothing	619	Other Misc Supplies	613.40
748	Other Equipment	664	Other Minor Equipment	1,000.00
748	Other Equipment	411	Water / Sewerage	200.00
439	Other R&M Service	664	Other Minor Equipment	2,118.63
439	Other R&M Service	741	Vehicles	2,788.37
890	Other	741	Vehicles	6,439.42
739	Other Structures	741	Vehicles	4,486.57
			TOTAL	17,646.39

REASON:

To cover the day to day operations of the Precinct.

_____
DEPARTMENT HEAD SIGNATURE

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

AI-29934 **2. HH.**

CC CONSENT

Meeting Date: 12/06/2011

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

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-02-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 03:45 PM
Veronica Ortiz	Veronica Ortiz	12/02/2011 09:28 AM
Auditor's Office	Arcilia Duran	12/02/2011 03:00 PM

Form Started By: Jr. Munoz Started On: 11/30/2011 03:06 PM

Final Approval Date: 12/02/2011

DATE: 12/05/11 **AI#**

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration

ACCOUNT NUMBER: 1-1200-431-00-124-005-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

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 NAME	TO	OBJECT NAME	AMOUNT
412	Cable/Satellite Tv	622	Electricity	16.05
442	Equip & Veh Rentals	622	Electricity	39.00
583	Travel Out of County	622	Electricity	289.60
631	Bottled Water	622	Electricity	0.40
671	Bldg & Other Struc R&M Sup	622	Electricity	1.92
780	Capital Leases	622	Electricity	491.86
810	Dues & Memberships	622	Electricity	73.99
				-
				-
				-
				-
				-
				-
				-
				-
			TOTAL	912.82

REASON: To cover day to day expenses of the Precinct.

DEPARTMENT HEAD SIGNATURE

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

AI-29933 **2. II.**

CC CONSENT

Meeting Date: 12/06/2011

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

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Landfill (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-124-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/02/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 03:44 PM
Ana Galvan	Ana Galvan	12/02/2011 01:27 PM
Auditor's Office	Arcilia Duran	12/02/2011 02:59 PM

Form Started By: Jr. Munoz Started On: 11/30/2011 03:05 PM

Final Approval Date: 12/02/2011

DATE: November 30, 2011 **AI#** _____

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

ACCOUNT NUMBER: 1-1100-432-00-124-001-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

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 NAME	TO	OBJECT NAME	AMOUNT
442	Equipment & Vehicles Rentals	421	Disposal	70.00
535	Postage	421	Disposal	50.00
540	Advertising	421	Disposal	0.40
601	Office & Computer Supplies	421	Disposal	4.11
604	Medical & Lab Supplies	421	Disposal	1.04
605	Clothing & Uniforms	421	Disposal	300.20
607	Household & Janitorial Supplies	421	Disposal	50.00
619	Other Misc Supplies	421	Disposal	5.85
631	Bottled Water	421	Disposal	518.00
748	Other Equipment	421	Disposal	237.08
739	Other Stuctures	672	Equip & Vehicle R&M Supplies	10,160.00
			TOTAL	11,396.68

REASON: To cover day to day expenses.

_____
DEPARTMENT HEAD SIGNATURE

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

AI-29932 **2. JJ.**

CC CONSENT

Meeting Date: 12/06/2011

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

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Road Maintenance (1200)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 11-30-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 03:43 PM
JC Carreon	JC Carreon	11/30/2011 04:46 PM
Auditor's Office	Arcilia Duran	12/01/2011 01:40 PM

Form Started By: Jr. Munoz Started On: 11/30/2011 03:04 PM

Final Approval Date: 12/01/2011

DATE: 12/05/11 **AI#**

DEPARTMENT HEAD: Joseph Palacios, Commissioner

DEPARTMENT NAME: Hidalgo County Pct. #4 - Rd Maint

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

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

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 NAME	TO	OBJECT NAME	AMOUNT
672	Equip & Veh R&M Supp	613	Safety Supplies	2,000.00
890	Other	731	Roads	30,524.22
			TOTAL	32,524.22

REASON: To cover day to day operations.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-29899 **3. A.**

CC CONSENT

Meeting Date: 12/06/2011

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 Drainage Improvements:
Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2010 A&B - Precinct #4 Drainage Improvements (program 036) to Fike Pond (program 039) in the amount of $2,500.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Funding available as of 11-30-11
1-1342-431-00-124-036-0-890-->1-1342-431-00-124-039-0-711 $2,500.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 12:56 PM
Manuel Chapa	Manuel Chapa	11/30/2011 01:59 PM
Auditor's Office	Arcilia Duran	12/01/2011 01:47 PM

Form Started By: Jr. Munoz Started On: 11/30/2011 10:56 AM

Final Approval Date: 12/01/2011

DATE: December 5, 2011

2011
Transfer
29899

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2010A&B Pct4 Drain Improvement

ACCOUNT NUMBER: 1-1342-431-00-124-036-0-890

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:		
1-1342-431-00-124-036-0-890	**CO2010A&B Pct4 Drain Improv.- Other**	**(2,500.00)**
To:		
1-1342-431-00-124-039-0-711	**CO2010A&B Pct4 Fike Pond.- Right-of-Way**	**$2,500.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover Work Authoriztion No. 7.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-29943 **3. B.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Monica Badillo Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Mailing Services (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Mailing Services in the amount $617.00 to fund mailing services expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-X0-1X5-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/30/11.

Attachments

Interdept trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 08:06 AM
Ivan Cantu	Ivan Cantu	12/01/2011 01:05 PM
Auditor's Office	Arcilia Duran	12/01/2011 01:46 PM

Form Started By: Erika Zamora Started On: 11/30/2011 04:33 PM

Final Approval Date: 12/01/2011

DATE: December 6, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Mailing Services

ACCOUNT NUMBER: 1-1100-41X-X0-1X5-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(617.00)
TO			
1-1100-419-60-125-010-0- 350	MAILING SERVICES	OTHER SERVICES	617.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund mailing services for October.

SIGNATURE

/ /

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

AI-29942 **3. C.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Monica Badillo Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Litigation (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to General Litigation in the amount of $24,000.00 to fund other professional services expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1-1100-415-X0-1X5-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/30/11.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 08:04 AM
Ivan Cantu	Ivan Cantu	12/01/2011 11:45 AM
Auditor's Office	Arcilia Duran	12/01/2011 01:44 PM

Form Started By: Erika Zamora Started On: 11/30/2011 04:30 PM

Final Approval Date: 12/01/2011

DATE: December 6, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for General Litigation

ACCOUNT NUMBER: 1-1100-415-X0-1X5-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(24,000.00)
TO			
1-1100-415-30-125-006-0- 339	GENERAL LITIGATION	OTHER PROF SRV	24,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund surveying regarding Jose G Treviño litigation case.

SIGNATURE

/ /

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

AI-29976 **3. D.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Elections Department Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Elections (1100):
Approval of 2011 interdepartmental transfer in the amount of $113,000.00 from Co Wide Administration Contingency to Elections to fund poll workers wages for the November 2011 elections (constitutional, cities, & school districts).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 12/06/11, pending salaries sweep. REF: AI 29927

Attachments

projected estimate

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/02/2011 02:11 PM
Sylvia Solis	Sylvia Solis	12/02/2011 03:47 PM
Auditor's Office	Arcilia Duran	12/02/2011 03:54 PM

Form Started By: Rosie Cantu Started On: 12/02/2011 01:36 PM

Final Approval Date: 12/02/2011

2011 November Elections
(Constitutional, City of Edinburg, City of McAllen, Sharyland ISD and Weslaco ISD)
Election Workers Wages

No. of Workers	Position Title	Total Hrs.(including 1.5 overtime)	Hourly Rate	Total Regular Cost	Pickup/ Delivery Fee	Total Cost
EARLY VOTING						
1	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
2	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
3	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
4	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
5	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
6	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
7	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
8	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
9	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
10	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
11	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
12	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
13	Presiding Judge	158.75	$9.00	$1,428.75	$25.00	$1,453.75
13	**Total Presiding Judges**	2063.75		$18,573.75	$325.00	$18,898.75
1	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
2	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
3	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
4	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
5	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
6	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
7	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
8	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
9	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
10	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
11	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
12	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
13	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
14	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
15	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
16	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
17	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
18	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
19	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
20	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
21	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
22	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
23	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
24	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
25	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
26	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
27	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
28	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
29	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
30	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
31	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
32	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
33	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00

2011 November Elections
(Constitutional, City of Edinburg, City of McAllen, Sharyland ISD and Weslaco ISD)
Election Workers Wages

34	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
35	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
36	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
37	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
38	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
39	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
40	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
41	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
42	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
43	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
44	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
45	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
46	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
47	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
48	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
49	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
50	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
51	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
52	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
53	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
54	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
55	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
56	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
57	Alternate/ Clerk	158.75	$8.00	$1,270.00	-	$1,270.00
57	**Total Alternate/ Clerks**	9048.75	**-**	$72,390.00	**$0.00**	$72,390.00

No. of Workers	Position Title	Total Hours	Hourly Rate	Total Regular Cost	Pickup/ Delivery Fee	Total Cost
	ELECTION DAY					
1	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
2	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
3	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
4	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
5	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
6	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
7	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
8	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
9	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
10	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
11	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
12	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
13	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
14	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
15	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
16	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
17	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
18	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
19	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
20	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
21	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
22	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
23	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00

2011 November Elections
(Constitutional, City of Edinburg, City of McAllen, Sharyland ISD and Weslaco ISD)
Election Workers Wages

24	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
25	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
26	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
27	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
28	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
29	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
30	Presiding Judge	18	$9.00	$162.00	$25.00	$187.00
30	**Total Presiding Judges**	540		$4,860.00	$750.00	$5,610.00
1	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
2	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
3	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
4	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
5	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
6	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
7	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
8	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
9	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
10	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
11	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
12	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
13	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
14	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
15	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
16	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
17	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
18	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
19	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
20	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
21	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
22	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
23	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
24	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
25	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
26	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
27	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
28	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
29	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
30	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
31	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
32	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
33	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
34	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
35	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
36	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
37	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
38	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
39	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
40	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
41	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
42	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
43	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
44	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00

2011 November Elections
(Constitutional, City of Edinburg, City of McAllen, Sharyland ISD and Weslaco ISD)
Election Workers Wages

45	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
46	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
47	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
48	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
49	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
50	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
51	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
52	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
53	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
54	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
55	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
56	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
57	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
58	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
59	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
60	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
61	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
62	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
63	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
64	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
65	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
66	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
67	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
68	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
69	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
70	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
71	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
72	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
73	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
74	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
75	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
76	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
77	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
78	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
79	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
80	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
81	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
82	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
83	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
84	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
85	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
86	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
87	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
88	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
89	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
90	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
91	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
92	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
93	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
94	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
95	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
96	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00

2011 November Elections
(Constitutional, City of Edinburg, City of McAllen, Sharyland ISD and Weslaco ISD)
Election Workers Wages

97	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
98	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
99	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
100	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
101	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
102	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
103	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
104	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
105	Alternate/ Clerk	18	$8.00	$144.00	-	$144.00
105	**Total Alternate/ Clerks**	**1890**	**-**	**$15,120.00**	**$0.00**	**$15,120.00**

EARLY VOTING BALLOT BOARD

No. of Workers	Position Title	Total Hours	Hourly Rate	Total Regular Cost	Total Cost
1	Presiding Judge	15	$9.00	$135.00	$135.00
1	Member	15	$8.00	$120.00	$120.00
2	Member	15	$8.00	$120.00	$120.00
3	Member	15	$8.00	$120.00	$120.00
4	**Total Ballot Board**	**45**	**-**	**$375.00**	**$375.00**

Estimate Payroll Reimbursement from Entities:

City of Edinburg	$5,592.50
City of McAllen	$7,538.50
Sharyland ISD	$6,956.00
Weslaco ISD	$5,084.50
	$25,171.50

Estimate Payroll for County:

$87,222.25

Estimated Grand Total $112,393.75

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: December 2, 2011

2011
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR ELECTIONS

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
1-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	(113,000.00)
TO:		
1-1100-414-00-130-001-0- 123	ELECTIONS- POLL WORKERS	113,000.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: TO FUND POLL WORKERS WAGES EXPENDITURES INCURRED AS A RESULT OF THE NOVEMBER 2011 ELECTIONS (CONSTITUTIONAL, CITIES, AND SCHOOL DISTRICTS)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-29988 **3. E.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Dina Treviño

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Depts (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency into Various Departments to fund fire call expenditures.

BACKGROUND

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/02/2011 04:36 PM
Perla Lopez	Perla Lopez	12/02/2011 04:44 PM
Budget & Management	Merlen P. Munoz	12/02/2011 04:36 PM
Perla Lopez	Perla Lopez	12/02/2011 04:44 PM
Auditor's Office		

Form Started By: Erika Zamora Started On: 12/02/2011 04:33 PM

DATE: December 6, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Depts

ACCOUNT NUMBER: 1-1100-4XX-X0-XXX-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
1-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(129,550.00)
TO				
1-1100-422-20-300-006-0-	841	EDINBURG FD	AID TO GOVT AGENCY	25,300.00
1-1100-422-20-300-007-0-	841	ELSA FD	AID TO GOVT AGENCY	1,625.00
1-1100-422-20-300-009-0-	841	LA JOYA FD	AID TO GOVT AGENCY	5,150.00
1-1100-422-20-300-010-0-	841	LA VILLA FD	AID TO GOVT AGENCY	1,400.00
1-1100-422-20-300-011-0-	841	LINN-SAN MANUEL FD	AID TO GOVT AGENCY	25,600.00
1-1100-422-20-300-012-0-	841	MCALLEN FD	AID TO GOVT AGENCY	4,525.00
1-1100-422-20-300-013-0-	841	MERCEDES FD	AID TO GOVT AGENCY	10,975.00
1-1100-422-20-300-014-0-	841	MISSION FD	AID TO GOVT AGENCY	925.00
1-1100-422-20-300-015-0-	841	MONTE ALTO FD	AID TO GOVT AGENCY	4,925.00
1-1100-422-20-300-016-0-	841	PALMVIEW FD	AID TO GOVT AGENCY	21,850.00
1-1100-422-20-300-018-0-	841	SAN JUAN FD	AID TO GOVT AGENCY	3,275.00
1-1100-422-20-300-019-0-	841	WESLACO FD	AID TO GOVT AGENCY	19,150.00
1-1100-422-20-300-026-0-	841	SULLIVAN FD	AID TO GOVT AGENCY	4,850.00
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund Sept and Oct fire call expenditures.

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-29922 **4. A.**

CC CONSENT

Meeting Date: 12/06/2011

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)

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 12-06-11

Pct 2 & 4 Cert Plat & Utility Status 12-06-11

Pct 3 Cert Plat & Utility Status 12-06-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 02:48 PM
Olga Garza	Olga Garza	12/01/2011 09:30 AM
Auditor's Office	Arcilia Duran	12/01/2011 04:35 PM

Form Started By: Irma Castillo Started On: 11/30/2011 01:49 PM

Final Approval Date: 12/01/2011

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	AMANDA TURRIBARTES	1-8143
2.	ENRIQUE DE LA CRUZ	1-8459
3.	NANCY GUTIERREZ	10327
4.	ROCIO SALAZAR/ NEMESIO A. SALINAS	1-8421
5.	NOE RAMOS	1-8433
6.	JOAQUIN ORTIZ	1-8361
	COMM. COURT: DECEMBER 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: 1-8143

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:		Steven
Date Approved:	/ /	/ /

Name: Amanda Turrubiartes

Address: 12571 Shawnee Ave
Mercedes Tx.
78570

Phone: 472-2813

Water Supplier: City.

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

Account/ESI No.: 100327894 709 60687

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Indian Hills East lot 359,

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 2/6/84);

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 Peña);

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 JW);

NO 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 JW);

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

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

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

Precinct (1) 2 3 4

Application No: 1-8143

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: Amanda Turrubiartes

Address: 12571 Shawnee Ave.
Mercedes Tx 78570

Phone: 472-2813

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

Indian Hills East lot 359

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

Teresa Turrubiartes 11-28-11
Requesting Party (Signature) 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:

11 | 30 | 11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8143
Jun. 21, 2011

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

I2230-00-001-0359-00

[1] OWNER: TURRUBIATES, AMANDA

800 N MCCOLL RD
MCALLEN TX 78501-5719
Telephone No. 376-8256

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: MOVED BUILDING
05-RESIDENTIAL MOVE-IN/RELO. BUILD

[5] SIZE OF STRUCTURE: 320 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 359 BLK 1

LOCATION: 0 491 & MILE 11

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[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 SETBACKS & REGULATIONS
FRONT 20' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$60.00**

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.

WARRANTY DEED WITH VENDOR'S LIEN

1912550

DATE: July 15, 2008

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 800 N. McColl
McAllen, Hidalgo County, Texas 78501

GRANTEE: Tereso Turrubiartes and Amanda Turrubiartes

GRANTEE'S MAILING ADDRESS: 3649 Campacuas Dr.
Mercedes, Texas 78570

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Twelve thousand and NO/100 Dollars ($12000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Victor R. Perez, Trustee.

PROPERTY (including any improvements):

Lot Three hundred Fifty-Nine (359),Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind energy and further SAVE AND EXCEPT (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2008 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors, to warrant and forever defend all and singular the Property to Grantee and Grantee's heir,successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.
Restrictions: See Exhibit A

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as convenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appaearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable,their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the ... binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, ... Property Owners, and their successors and assigns forever.

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 will become absolute.

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

Grantee accepts the herein described property as is, where is and with all faults, and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Robert L. Schwarz

STATE OF TEXAS)(

COUNTY OF HIDALGO)(

This instrument was acknowledged before me on the 21st day of July, 2008 by Robert L. Schwarz

ANGELICA HERNANDEZ
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-21-2008

Notary Public, State of Texas
Notary's name (printed) : ANGELICA HERNANDEZ
Notary's commission expires : 08-21-08

BUYER'S ACCEPTANCE OF DEED
07-15-2008

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but notlimited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the eventof any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Tereso Turrubiartes
Tereso Turrubiartes

Amanda Turrubiartes
Amanda Turrubiartes

AFTER RECORDING RETURN TO :
Harold Munal
[illegible] N. McColl
McAllen, Texas 78501

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: 1-8459

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:		
Date Approved:	/ /	/ /

Name: Enrique De La Cruz

Address: 23617 Oak Hill Drive
Monte Alto TX
78538

Phone: ~~956-289-3461~~
(956) 357-3769

Water Supplier: North Alamo Water

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

Account/ESI No.: 100 327 894 520 920 45

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Oakhill Ranch ph. #1 lot #27,

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 03/22/07);

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 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 _____);

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 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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Edinburg, Texas 78542
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: 1-8459

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: Enrique De La Cruz

Address: 2367 Oak Hill Drive

Monte Alto Tx 78538

Phone: 956-289-3461

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

Lot 27, Oak Hill Ranch PH 1 Volume 52, Pages 161-169

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)

11-23-11
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:

11/28/11
Date

County Official

DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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: October 7, 2011

Grantor: Enrique Humberto De la Cruz
Grantor's Mailing Address (including county):
506 Gloria
Elsa, Texas 78543
Hidalgo County, Texas

Trustee: Alan D. Monroe
Trustee's Mailing Address (including county):
3111 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539
Hidalgo County, Texas

Beneficiary: Jack McClelland
Beneficiary's Mailing Address:

2614 West Freddy Gonzalez
Edinburg, Texas 78539

Note:

Date: October 7, 2011
Amount: Seventy-Four Thousand and 0/100 Dollars ($74,000.00)
Maker: Enrique Humberto De la Cruz

Payee: Jack McClelland

Property (including any improvements):

Lot(s) 27, Oak Hill Ranch Subdivision, Phase I, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 52, Pages 161-169, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

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;

notify Beneficiary of Grantor' s change of address. If Beneficiary specifies a procedure for reporting Grantor's change of address, then Grantor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to Beneficiary shall be given by delivering it or by mailing it by first class mail to Beneficiary's address stated herein unless Beneficiary has designated another address by notice to Grantor. Any notice in connection with this Deed of Trust shall not be deemed to have been given to Beneficiary until actually received by Beneficiary. If any notice required by this Deed of Trust is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Deed of Trust.

16. Tax and Insurance Reserve. Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees to create a fund or reserve for the payment of all insurance premium and/or taxes and assessments against or affecting the Property by paying to Beneficiary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be escrowed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary so 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.

X _____

Enrique Humberto De la Cruz

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27 day of October, 2011, by Enrique Humberto De la Cruz.

_____

Notary Public, State of Texas

ROBERTO CASTILLA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 6-23-2012

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: 10327

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:		35787
Date Approved:	/ /	11/28/2011

Name: Nancy Gutierrez

Address: 2409 Esperanza S. Weslaco TX. 78596

Water Supplier: North Alamo Water Supply

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

Phone: (512)215-1408 (512) 215-1409

Account/ESI No.: 259733-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Victoria Gardens #2 lot #6,

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 2/24/03);

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 _____);

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
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956-318-2840
956-318-2844

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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: 16327

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: Nancy Gutierrez

Address: 2409 Esperanza S.
Weslaco TX. 78596

Phone: 512-215-1408

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

Victoria Gardens #2, Lot #6, Donna, TX.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Nancy Gutierrez
Requesting Party (Signature)

11/28/11
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:

11/28/11
Date

County Official

Chapter 232, Texas Local Government Code

Application No. 103326-51 Date 4-15 2003

Location Victoria Estates

Lot No. 4

Subdivision Victoria Gardens #2

Owner Hanif Chuttani

Contractor Self

APPROVED APPLICATION

Hidalgo County Planning Department
Note: This Must be Posted on the Structure
Not to be Removed Until Improvements are Completed

1182160

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: **March 4, 2003**

Grantor: **Resaca City Investment, Ltd**

Grantor's Mailing Address (including county):

2522 Freddy Gonzalez
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee:

Name 1: **Nancy Gutierrez**
Name 2:

Mailing Address:
Rt. 6 Box 535-F
Weslaco, TX 78596
Hidalgo County, TX

Phone Number 1: **956-493-6481**
Phone Number 2:

Social Security Number:
Grantee 1: **462-63-8642**
Grantee 2:

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 Four Hundred and No/100 ($20,400.00), 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 Alan Monroe, Trustee.

Property (including any improvements):

Lot Number(s): 6, VICTORIA GARDENS PHASE II, being a Subdivision of 29.984 acre tract (map record: 30.00acres) of land being all of Lots Six (6), Seven (7) and Eight (8), Engelman Subdivision of Block 22, La Blanca Agriculture Company's Subdivision "A", Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 41 , Pages 176-178 , Map Records, Hidalgo County, Texas.

SAVE AND EXCEPT, Grantor reserves for Grantor and for Grantor's heirs, successors, and assigns forever, a reservation of all Grantor's oil, gas and other minerals in and under and that may be produced from the Property.

Reservations from and Exceptions to conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note") dated June 3, 2002, in the original principal amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00), payable to the order of Alamo Bank of Texas, 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;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easement, 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 in 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 their 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. Grantor hereby reserves for Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN (Continued)

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 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 warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations, and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose developmental potential or otherwise; (v) all warranties created by any affirmation of fact or 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.

Resaca City Investment, Ltd

By: RCI Development, LLC, General Partner

Manager

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 17th day of March, 2003, by Tim Gearhart.

CINDY A. RAMOS
Notary Public, State of Texas
My Commission Expires
2-10-2005

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Resaca City Investment, Ltd
2522 Freddy Gonzalez
Edinburg, Texas 78539

Filed For Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Mar 28,2003 at 09:29A
As a Recording
Document Number: 1192160
Total Fees : 16.00
Receipt Number - 487457
By,
Imelda Leal, Deputy

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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956-968-4734
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: 1-8421

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:		42108
Date Approved:	/ /	11/28/2017

Name: Rocio Salazar / Nemesio Salazar

Address: 8705 Palos Rojos st
Weslaco, Tx. 78596

Phone: (956) 256-0728

Water Supplier: N.A.W.S.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Palos Rojos Lt. 75,

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 7/21/05);

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 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 _____);

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 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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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: 1-8421

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: Rocio A. Salazar / Nemesio Abel Salinas

Address: 8703 Palos Rojos St

Weslaco, Tx. 78596

Phone: (956) 756-0728

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

25 Palos Rojos lot # 75

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Rocio A. Salazar
Requesting Party (Signature)

11/30/11
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:

11/30/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8421
Oct. 18, 2011

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

P3108-00-000-0075-00

[1] OWNER: SALAZAR ROCIO A.
ZONE C
8705 PALOS ROJOS ST.
WESLACO TX. 78596
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 700 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-44

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOS ROJOS
LOT 75
756-0728

LOCATION: 0 MILE 13 & HWY 88

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $3,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:35' REAR:15' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF CURB. 18"

Prepared by — Date: 10/18/11

JONATHAN UIOR — Approved by — Date: 10/13/11

Nemesio A Salinas — Signature of Owner or Applicant — Date: 10/13/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 1

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.

2052381

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: January 16, 2009

Grantor: Palo Rojo, Inc., a Texas Corporation
Grantor's Mailing Address:
2009 North Conway
Mission, Texas 78572

Grantee: Rocio Aide Salazar

Grantee's Mailing Address (including county):
8705 Palos Rojos St.
Weslaco, Texas 78596
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-Six Thousand Four Hundred Dollars and No Cents ($26,400.00), 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 Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 75, Palos Rojos Subdivision, as shown by the map or plat thereof recorded in Volume 48, Pages 90-92, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 30, 2004, payable to the order of First 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 1398655. 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;
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;

Palo Rojo, Inc., a Texas Corporation

BY: _____

Norberto Salinas, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 14 day of January, 2009, by Norberto Salinas, President of Palo Rojo, Inc., a , a Texas Corporation on behalf of said , a Texas Corporation.

_____

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Rocio Aide Salazar
8705 Palos Rojos St.
Weslaco, Texas 78596
Hidalgo County, Texas

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

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: 1-8433

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: Joe Ramos

Address: 4230 N. FM. 493 Donna

Phone: (956) 577-4161

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		1307
Date Approved:	1 1	12/28/04

Water Supplier: _____

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

Account/ESI No.: _____

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Nations Properties lot #504,

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 7/7/98);

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 Peña);

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 Gilbert Peña);

_____ _____ _____
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: 1-8433

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: Y Joe Ramos

Address: 4230 N. FM. 493 Donna

Phone: (956) 572-4161

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

Nations Properties lot #4

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Y Joe Ramos — Requesting Party (Signature)

11-17-11 — 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:

11/21/11 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8433
Oct. 25, 2011

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

N0250-00-000-0004-00

[1] OWNER: RAMOS ALMA A.

4230 N. 493
DONNA TX 78537-9801
Telephone No. 577-4161

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: LA J

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD

[5] SIZE OF STRUCTURE: 9,000 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-29

[7] LEGAL DESC./NAME OF SUBDIVISION
NATIONS PROPERTIES LOT 4

LOCATION: 0 493 & MILE 9 1/2

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $750

[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:15' SIDE:10' SIDE:10'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] 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.

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: October 17th, 2011

Grantor: NOE RAMOS and ALMA RAMOS, husband and wife

Grantor's Mailing Address:

4230 North FM 493
Donna, Texas 78537
Hidalgo, County

Grantee: JUAN CHAVEZ and FRANCISCA CHAVEZ, husband and wife

Grantee's Mailing Address:

1302 WASHINGTON DR.
DONNA, TX 78537
HIDALGO COUNTY

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor. The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Trustee.

Property (including any improvements):

NATIONS PROPERTIES LOT 4 VOL. 25 PAGE 127B, CITY OF DONNA, TEXAS, BEING A RESUBDIVISION OF 5.0 ACS OUT OF BLOCK 10 LA BLANCA "A", HIDALGO COUNTY.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the 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 will become absolute.

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

THE DOCUMENT HAS BEEN PREPARED BASED UPON INFORMATION PROVIDED BY GRANTOR AND GRANTEE AND WITHOUT THE BENEFIT OF A SURVEY, TAX INVESTIGATION, TITLE INSURANCE POLICY OF TITLE EXAMINATION TO THE PROPERTY. PREPARER MAKES NO REPRESENTATION OR WARRANTIES AS TO THE STATUS OF THE TITLE TO THE PROPERTY OR THE SUFFICIENCY OF THE LEGAL DESCRIPTION.

Juan Chavez
JUAN CHAVEZ
Francisca Chavez
FRANCISCA CHAVEZ

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on October 21, 2011, 2011.

CRISELDA B. MONCAYO
Notary Public, State of Texas
My Commission Expires
March 09, 2012

Criselda B Moncayo
Notary Public, State of Texas
My commission expires: March 9, 2012

PREPARED IN THE OFFICE OF & AFTER RECORDING RETURN TO:
DAMIAN C. OROZCO
1138 E. Expressway 83, Ste. C.
Pharr, Texas 78577

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: 1-8361

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:		7042
Date Approved:	/ /	11/28/2011

Name: Joaquin Ortiz

Address: P.O. Box 8177
San Juan, TX 78589

Phone: 956-984-9423

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Birch Subd. Ph. 2 lot # 99 ,

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 8/25/08);

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);

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 Gilbert Pecina);

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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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: 1-8361

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: Joaquin Ortiz

Address: P.O. Box 9177
San Juan, TX 78589

Phone: 956 984-0423

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

Phase II Lot 419 Bunch Subdivision

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Joaquin Ortiz
Requesting Party (Signature)

11/10/11
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:

11/10/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8361
Sep. 21, 2011

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

B3062-02-000-0049-00

[1] OWNER: ORTIZ , JOAQUIN & VERNEE
908 PEBBLE
MISSION TX 78572

Telephone No. 862-7898

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,100 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
BIRCH PH 2 LOT 49

LOCATION: 0 493 & MILE 16 N.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $30,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:75' REAR:275' SIDE:6' SIDE:6'
ELEV. 73.00

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: MI
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.

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: August 30, 2011

Grantor: OAKTREE INVESTMENTS, LLC

Grantor's Mailing Address (including county):
2410 Paseo del Lago
Palmhurst, Hidalgo County, Texas 78573

Grantee: Joaquin Ortiz and Vernee Ortiz

Grantee's Mailing Address (including county):
906 East Pebble
Mission, Hidalgo County, Texas 78572

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a note of even date executed by Grantee, payable to the order of Oaktree Investments, LLC, 2410 Paseo del Lago, Palmhurst, Texas 78573. The note is secured by a Vendor's Lien retained in favor of **OAKTREE INVESTMENTS, LLC** in this Deed and by a Deed of Trust of even date from grantee to **JEFFERSON A. CRABB,** Trustee.

Property (including any improvements):

Lot 49, Birch Subdivision Phase II, Hidalgo County, Texas, according to map recorded in Volume 55, Page 148-152, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. SAVE AND EXCEPT all oil, gas and other minerals.

2. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in all walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the water and irrigation district; property taxes for the current and subsequent years the payment of which the Grantee assumes.

NO SEARCH FOR LIENS, TITLE, PAST DUE TAXES WAS CONDUCTED ON THIS PROPERTY AT THE REQUEST OF BUYER AND SELLER.

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 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 warranty 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 the exceptions to conveyance and warranty when the claim is by, through or under Grantor, but not otherwise.

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

OAKTREE INVESTMENTS, LLC

By: _____
Roger A. Bechtel, Manager

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 31 day of August 2011 by ROGER A. BECHTEL, Manager of OAKTREE INVESTMENTS, LLC, a Texas Limited Liability Company, on behalf of said company..

GLORIA G PEREZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 06/10/2012

_____
Notary Public, State of Texas

After Recording Return To:
Joaquin Ortiz
Vernee Ortiz
906 East Pebble
Mission, Hidalgo County, Texas 78572

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Francisco J. Cantu	4-9172
2.	Lilia C. Rodriguez	4-10614
3.	Jose W. Hernandez	4-11130
	COMM. COURT: December 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: 4-9172
X-25

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 Septic System
Date Approved:	/ /	11 / 23 / 11

Name: Francisco J Cantu

Address: 3715 MUÑOZ ST
Edinburg TX 78541

Phone: (956) 453-9116

Water Supplier: Sharyland water supply

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

Account/ESI No.: 10032789491811180

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Tierra Buena #2 Lot 31

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 12-28-02);

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 Alon 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 _____);

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 Alon Castillo);

Alon U. 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: 4-9172

X-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: Francisco J Canti

Address: 3715 Muñoz St
Edinburg TX 78541

Phone: (956) 483-9116

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Tierra Buena #2 Lot 34

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. Francisco J Canti — Requesting Party (Signature)
11-23-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
___ Executory Contract
___ Lease (b)
___ 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:

11-23-11 — **Date**

Alex Castillo — **County Official**

General Warranty Deed

1788496

Date: July 25, 2007

Grantor: JESUS MARIA CANTU and MARIA NARCEDALIA CANTU, husband and wife

Grantor's Mailing Address:

JESUS MARIA CANTU and MARIA NARCEDALIA CANTU
Rt 7 Box 1580
Edinburg, TX 78541
Hidalgo County

Grantee: FRANCISCO JAVIER CANTU, a single person

Grantee's Mailing Address:

FRANCISCO JAVIER CANTU
Rt 7 Box 1620
Edinburg, Texas 78541
Hidalgo County

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot 34, in TIERRA BUENA SUBDIVISION No. II, of the Hidalgo County, Texas, being of a subdivision of 12.78 acres tract of land out of Lots 94 and 95 Ramseyer Gardens No. Two (2), Hidalgo County, Texas according to the map or plat thereof recorded in Volume 11, Page 31, Map Records, Hidalgo County Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee

and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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

JESUS MARIA CANTU

MARIA NARCEDALIA CANTU

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on July 30, 2007, by JESUS MARIA CANTU and MARIA NARCEDALIA CANTU.

BELINDA PEACOCK
MY COMMISSION EXPIRES
December 14, 2010

Notary Public, State of Texas
My commission expires: December 14, 2010

Chapter 232 Texas LGC Application

APPLICATION NO:
4-9172
Dec. 4, 2009

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

T4750-02-000-0034-00

[1] OWNER: CANTU, FRANCISCO JAVIER

RR 7 BOX 1580
EDINBURG, TX 78541-9777
Telephone No. 380-0744

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 864 Sq. Ft.

[6] USE OF BUILDING: RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
TIERRA BUENA #2 LOT 34

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $12,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATION
FRONT=25 SIDES=6 REAR=15
18 INCHES ABOVE NATURAL GROUND

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: 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.

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: 4-10614
V-25

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:	/ /	/ / 1928 / /

Name: Lilia C Rodriguez

Address: 1125 adam Lee Dr.
Edinburg TX
78541

Phone: (956) 776-9630

Water Supplier: City of edinburg

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

Account/ESI No.: Acct #105190-1008
EST #100327894857063 95

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: "adam lee Subdivision Lot #9,

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 2-08-02.);

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 Glen 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 _____);

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 Glen Castillo);

Glen 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: 11-10014

K-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: Lilia C Rodriguez

Address: 1725 adam lee Dr
Edinburg TX. 78541

Phone: (956) 746-9630

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

adam lee subdivision lot 9

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

X Lilia C Rod
Requesting Party (Signature)

11/28/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

11-30-11
Date

Yolanda L. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10614
May. 11, 2011

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

A0650-00-000-0009-00

[1] OWNER: RODRIGUEZ, GREGORIO M.
RODRIGUEZ, LILIA C.
1409 VILLAGE DR.
EDINBURG, TX. 78541
Telephone No. 776-9630

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 624 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
ADAM LEE LOT 9

LOCATION: 0 SEMINARY & 2812

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY STATE CITY FEMA & SETBACKS.FRONT 25' SIDE 6' REAR 15'. ELEVATION AS PER FEMA.

Prepared by 05/11/11 Date

Approved by Aaron Hernandez 05/11/11 Date

Signature of Owner or Applicant 5-11-11 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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.

DEED OF TRUST

Date: March 22, 2010

Grantor: Gregorio M. Rodriguez and Lilia C. Rodriguez
Grantor's Mailing Address (including county):
1409 Village Dr.
Edinburg, Texas 78541
Hidalgo County, Texas

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

Beneficiary: Hi Starr Investments, LLC, a Texas Limited Liability Company
Beneficiary's Mailing Address:

P.O. Box 959
Edinburg, Texas 78540

Note:
Date: March 22, 2010
Amount: Twenty Thousand Five Hundred and 0/100 Dollars ($20,500.00)
Maker: Gregorio M. Rodriguez and Lilia C. Rodriguez
Payee: Hi Starr Investments, LLC, a Texas Limited Liability Company

Property (including any improvements):

Lot(s)9, Adam Lee Subdivision, Hidalgo County, Texas, According to the Map or Plat Thereof, Recorded in Volume 22, Page 41, Map Records 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. 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 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 payments are accepted. Beneficiary need not pay interest on unapplied funds. Beneficiary may hold such unapplied funds until Grantor makes payment to bring the Loan current. If Grantor does not do so within a reasonable period of time, Beneficiary shall either apply such funds or return them to Grantor. No offset or claim which Grantor might have now or in the future against Beneficiary shall relieve Grantor from making payments due under the Note and this Deed of Trust or performing the covenants and agreements secured by this Deed of Trust.

2. Protection of the Property. Grantor agrees to keep the property in good repair and condition and comply with all applicable restrictive covenents relating to the Property. In the event Grantor fails to keep the Property mowed and clean and otherwise maintain it. Beneficiary shall have the right, without having to first notify Grantor, to enter upon the Property, mow it, clean up debris located on the Property, and perform any other maintenance or repairs which Beneficiary deems appropriate. Beneficiary shall have the right to charge Grantor a Service Fee for performing such services. Grantor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Grantor is residing in the Property, Grantor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined by Beneficiary that repair or restoration is not economically feasible, Grantor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Grantor shall be responsible for repairing or restoring the Property only if Beneficiary has released proceeds for such purposes. Beneficiary may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Grantor is not relieved of Borrower' s obligation for the completion of such repair or restoration.

Beneficiary or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Beneficiary may inspect the interior of the improvements on the Property. Beneficiary shall give Grantor notice at the time of or prior to such an interior inspection specifying such reasonable cause. In the event Grantor fails to keep the Property mowed and clean and otherwise maintain it, Beneficiary shall have the right, without having to first notify Grantor, to enter upon the Property, mow it, clean up debris located on the Property, and perform any other maintenance or repairs which Beneficiary deems appropriate. Beneficiary shall have the right to charge Grantor a Service Fee for performing such services.

3. Taxes and Assessments. Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Deed of Trust. To the extent that these items are Escrow Items, Grantor shall pay them in the manner provided in Section 15.

Grantor shall promptly discharge any lien which has priority over this Deed of Trust unless Grantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary, but only so long as Grantor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Beneficiary's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Deed of Trust. If Beneficiary determines that any part of the Property is subject to a lien which can attain priority over this Deed of Trust, Beneficiary may give Grantor a notice identifying the lien. Within 10 days of the date on which that notice is given, Grantor shall satisfy the lien or take one or more of the actions set forth above in this Section.

Beneficiary may require Grantor to pay a one-time charge for a real estate tax verification and/or reporting service used by Beneficiary in connection with this Loan.

4. Insurance. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Beneficiary requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Beneficiary requires. What Beneficiary requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Grantor subject to Beneficiary's right to disapprove Grantor's choice, which right shall not be exercised unreasonably. Beneficiary may require Grantor to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Grantor shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Grantor.

If Grantor fails to maintain any of the coverages described above, Beneficiary may obtain insurance coverage, at Beneficiary's option and Grantor's expense. Beneficiary is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Beneficiary, but might or might not protect Grantor, Grantor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Beneficiary under this Section shall become additional debt of Grantor secured by this Deed of Trust. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Beneficiary to Grantor requesting payment.

All insurance policies required by Beneficiary and renewals of such policies shall be subject to Beneficiary's right to disapprove such policies, shall include a standard mortgage clause, and shall name Beneficiary as mortgagee and/or as an additional loss Beneficiary. Beneficiary shall have the right to hold the policies and renewal certificates. If Beneficiary requires, Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. If Grantor obtains any form of insurance coverage, not otherwise required by Beneficiary, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Beneficiary as mortgagee and/or as an additional loss Beneficiary.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor. Unless Beneficiary and Grantor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Beneficiary, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. During such repair and restoration period, Beneficiary shall have the right to hold such insurance proceeds until Beneficiary has had an opportunity to inspect such Property to ensure the work has been completed to Beneficiary's satisfaction, provided that such inspection shall be undertaken promptly. Beneficiary may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Beneficiary shall not be required to pay Grantor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Grantor shall not be paid out of the insurance proceeds and shall be the sole obligation of Grantor. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Grantor. Such insurance proceeds shall be applied in the order designated by Beneficiary.

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.

Gregorio M. Rodriguez

Lilia C. Rodriguez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 22 day of March, 2010, by Gregorio M. Rodriguez .

IRMA MORENO
Notary Public, State of Texas
My Commission Expires
August 08, 2012

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 22 day of March, 2010, by Lilia C. Rodriguez .

IRMA MORENO
Notary Public, State of Texas
My Commission Expires
August 08, 2012

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Hi-Starr Investments, LLC
P.O. Box 959
Edinburg, Texas 78540

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

ReMerge-It

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: 4-1130
X-25

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:	N/A	
	Date Approved:	11/23/11	/ /

Name: JOSE L HERNANDEZ

Address: 901 E. CHAMPION
EDINBURG TX. 78539

Phone: (956) 844-9453

Water Supplier: NORTH ALAMO WATER

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

Account/ESI No.: #100327894375423178
#175009-002

[X] Temporary Pole [ ] Permanent Service

regarding the land described as:
LOT #1 VENITIAN RANCHES (501 OLD ALAMO RD., EDINBURG TX.),

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 10-27-11);

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 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 Robert Hernandez 11-23-11);

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 Robert Hernandez 11-23-11);

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 A. 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: 4-1130

X-85

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 W. HERNANDEZ

Address: 901 E. CHAMPION
EDINBURG TX 78539

Phone: (956) 844-9453

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

LOT #1 VENITIAN RANCHES (501 OLD ALAMO RD, EDINBURG, TX.)

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: 11/23/11

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:

11-30-11
Date

Hon U. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11130
Nov. 22, 2011

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

V3054-00-000-0001-00

[1] OWNER: HERNANDEZ, JOSE WILFREDO &
MARLA AISSA
901 E. CHAMPION
EDINBURG, TX. 78539
Telephone No. 844-9453

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 5,725 Sq. Ft.

[6] USE OF BUILDING: RES X-25

[7] LEGAL DESC./NAME OF SUBDIVISION
VENETIAN RANCHES LOT 1

LOCATION: 0 ALAMO & CURVE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $320,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WI TH ALL COUNTY STEBACKS & REGULATION
FRONT 40' REAR 70' SIDES 6'
FINISH FLOOR ELEV 18" ABOVE CENTER LINE OF ST

Prepared by 11-22-11 Date

EDGAR ISIJRO
Approved by _____ Date

Frank R Lyra

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: 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.

Doc-2166065
Charge to: VLTC
GF# 122358-JH

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.

GENERAL WARRANTY DEED

Date: December 22, 2010

Grantor: VERONICA TREVINO and spouse, MARIO PEREZ

Grantor's Mailing Address:

3612 Sycamore Drive
Edinburg, Texas 78539
Hidalgo County

Grantee: JOSE WILFREDO HERNANDEZ and wife, MARLA AISSA HERNANDEZ

Grantee's Mailing Address:

901 East Champion
Edinburg, Texas 78539
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):
All of Lot 1, VENETIAN RANCHES, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 38, Pages 115 thru 118, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:
Restrictive covenants as set out in instrument dated October 17, 2001, filed October 18, 2001 under Document Number 1018059; and amendment dated October 23, 2001, filed October 24, 2001 under Document Number 1019286; dated November 15, 2001, filed November 20, 2001 under Document Number 1027253; dated January 16, 2002, filed January 25, 2002 under Document Number 1045615 and dated January 31, 2002, filed February 8, 2002 under Document Number 1050180, all in Official Records and Volume 38, Pages 115 thru 118, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.

Minimum floor elevations, setback lines, electrical & utility easements, general easement to North Alamo Water Supply Corporation and restrictions as shown on the map of Venetian Ranches, recorded in Volume 38, Pages 115 thru 118, Map Records of Hidalgo County, Texas.

Blanket easement and agreement in favor of Central Power & Light Company, dated March 27, 2002, recorded under Document Number 1117442, Official Records, Hidalgo County, Texas to furnish; maintain and operate underground electric cables and other facilities as may appear upon the map attached thereto.

Terms, stipulations and conditions contained in Certificate of Resolution of Hidalgo County Irrigation District No. One, dated September 20, 2001, filed July 29, 2002 under Document Number 1105777, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated May 1, 2001, filed May 22, 2001 under Document Number 972119 and dated March 23, 2004, filed April 1, 2004 under Document Number 1318014, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in a Non-Drilling Agreement, dated May 1, 2001, filed May 22, 2001 under Document Number 972119, Official Records of Hidalgo County, Texas.

Any portion of the property described herein which lies within the limits or boundaries of any public or private roadway and/or highway.

Standby fees, taxes and assessments by any taxing authority for the year 2011, and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

VERONICA TREVINO

MARIO PEREZ

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on Dec. 22nd, 2010, by VERONICA TREVINO.

SAN JUANITA G MARQUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-17-2014

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on Dec. 28th, 2010, by MARIO PEREZ.

SAN JUANITA G MARQUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-17-2014

Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:
LAW OFFICE OF RICHARD A. CANTU, P. C.
P. O. Box 6149
McAllen, TX 78502

File/GF No.: 5456-10/122358vltc

AFTER RECORDING RETURN TO:
LAW OFFICE OF RICHARD A. CANTU, P. C.
P. O. Box 6149
McAllen, TX 78502

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	OSCAR A. PENA	31771
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: December 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: 31771
1/20/2004

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	condemned Authorized Signature
Inspection/Permit No:	_____	Sewer
Date Approved:	/ /	11/29/11

Name: Oscar A Peña

Address: 7323 Maria Dr
Pamview tx

Phone: 956 270 1309

Water Supplier: mud #1

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10032789427833018

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:

Villa Roma EAST Pase IV Lot #421 ,

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 8/27/03);

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 Roy Cantu);

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 Agnelo);

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 Roy Cantu);

Roy Cantu 11/29/11
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: 31771
1/20/2004

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: Oscar A Peña

Address: 7323 Maria Dr
Palmview tx

Phone: 956 270 1309

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

Villa Nana East Pase IV Lot # 421

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Oscar A Peña — Requesting Party (Signature)
11-29-11 — 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:

11/29/11 — **Date**

Mary Contin — **County Official**

XO/sm
10-138

Charge to: VLTC
GF# 120579

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: May 19, 2010

Grantor: EDUARDO SALINAS, as his sole and separate property

Grantor's Mailing Address (including county): 4208 E. Jenica Street
San Juan, Hidalgo County, Texas 78589

Grantee: OSCAR A. PENA and wife, ADELA GARZA PENA

Grantee's Mailing Address (including county): 211 S. 29TH
Edinburg, Hidalgo County, Texas 78539

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration; and a note of even date that is in the principal amount of ELEVEN THOUSAND AND NO/100THS DOLLARS ($11,000.00) and is executed by Grantees, 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 dated from Grantees to JOSEPH PRESTIA, Trustee.

Property (including any improvements): All of Lot 421, VILLA RAMA EAST PHASE IV, an Addition to the City of Palmview, Hidalgo County, Texas, according to the map recorded in Volume 43, Pages 55- 57, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. The following restrictive covenants of record dated March 5, 2004, filed March 16, 2005 under Document Number 1447123, Official Records and Volume 43, Page 55-57, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
2. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Villa-Rama East Phase IV, recorded in Volume 43, Pages 55-57, Map Records of Hidalgo County, Texas.
3. Easement and Agreement in favor of Central Power & Light Company, dated November 21, 2002, filed January 29, 2003 under document Number 1162381 in the Official Records, Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as map appear upon the map attached thereto.
4. Blanket right of way easement in favor of Rick Martin d/b/a Villa-Rama East Subdivision as shown by instrument dated March 16, 1999, filed March 25, 1999 under Document Number 759129, Official Records of Hidalgo County, Texas, as long lots 28 and 29 are utilized to grow citrus fruit and any other agricultural products.
5. Water Service Agreement by and between, Hidalgo County Water Control and Improvement District No. 1 and Sr, Louis Groves Irrigation Company as shown by instrument dated March 8, 1956, recorded in Volume 857, Page 232, Deed Records of Hidalgo County, Texas.
6. Conveyance of Water Rights in favor of the Hidalgo County Municipal Utility District #1 as shown by instrument dated August 2, 2005, filed August 15, 2005, under Document Number 1508887, dated November 9, 2006, filed November 13, 2006 under Document Number 1686104 and dated November 28, 2006, filed December 1, 2006 under Document Number 1693188, Official Records of Hidalgo County, Texas.
7. Terms, stipulations and conditions contained in Oil, Gas and Mineral Leases in favor of Smith Production, Inc., filed November 16, 1999 under Document Numbers 823328, 823329,823330, 823332, 823333, 823336, 823337, and 823338 and filed July 9, 2004, under Document Numbers 1356115 and 1356116, Official Records of Hidalgo County, Texas.
8. Terms, stipulations and conditions contained in Geophysical Permit and Lease Option Agreement in favor of Smith Production, Inc., filed February 20, 2003 under Document Numbers 1169724 and 1169725; dated January 20, 2003, filed March 12, 2003 under Document Number 1177104, extension filed August 23, 2004 under Document Number 1373161; dated January 20, 2003, filed March 12, 2003 under Document Number 1177105, extension filed August 23, 2004 under Document Number 1373162;

dated January 21, 2003, filed March 28, 2003 under Document Number 1182369, extension filed August 23, 2004 under Document Number 1373163; dated January 20, 2003, filed April 10, 2003 under Document Number 1187441, extension filed August 23, 2004 under Document Number 1373164 and dated January 20, 2003, filed July 2, 2003 under Document Number 1216810, extension filed April 19, 2005 under Document Number 1460753, all in the Official Records of Hidalgo County, Texas.

9. Terms, stipulations and conditions contained in Oil, Gas and Mineral Leases in favor of Smith Production, Inc., as shown by instruments dated July 2, 2004, filed July 9, 2004 under Document Number 1356116; and dated July 2, 2004, filed July 9, 2004 under Document Number 1356115, Official Records of Hidalgo County, Texas.
10. Mineral and/or royalty reservation contained in deed dated August 1, 1950, recorded in Volume 697, Page 47, Deed Records of Hidalgo County, Texas.
11. Mineral and/or royalty reservations contained in deed dated March 5, 2010, filed March 31, 2010 under Document Number 2089051, Official Records of Hidalgo County, Texas.
12. Rights of parties in possession.
13. Visible and apparent easements on or across the property herein described.
14. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

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 any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby 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 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.

Eduardo Salinas

EDUARDO SALINAS, as his sole and separate property

(Acknowledgment)

STATE OF TEXAS *
COUNTY OF Hidalgo *

This instrument was acknowledged before me on this the 21st day of May, 2010, by EDUARDO SALINAS, as his sole and separate property.

SANDRA MARTINEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-06-2013

Sandra Martinez

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mr. and Mrs. Oscar A. Pena
211 S. 29th
Edinburg, Texas 78539

PREPARED IN THE LAW OFFICE OF:

PRESTIA & ORNELAS
P. O. Box 876
Edinburg, Texas 78540
(956) 383-6251

Chapter 232 Texas LGC Application

APPLICATION NO: 31771
Jan. 20, 2004

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

V3440-04-000-0421-00

[1] OWNER: RANGEL, BEATRICE D.

P.O. BOX 3008
MISSION, TX. 78572
Telephone No. 460-4869

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
C-51 NEW RESIDENTIAL

[5] SIZE OF STRUCTURE: 2,747 Sq. Ft.

[6] USE OF BUILDING: RESIDENCE

[7] LEGAL DESC./NAME OF SUBDIVISION
VILLA-RAMA EAST PH 4 LOT 421
C-51

LOCATION: 0 SHOWERS & EXP. 83

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $50,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
FRONT 25' SIDES 6' REAR 15'

FOR COUNTY USE ONLY
APPLICATION FEES

S. Cantu
Prepared by

01-20-04
Date

OTHER_____
TOTAL AMOUNT **$0.00**

Light [X] Water [ ]

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

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

Approved by

Date

Signature of Owner or Applicant

Date

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.

AI-29881 **5. A.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Agua Special Utility District:
Cardinal Waves Subdivision: The first 8" P.V.C. waterline will cross Brushline Road 25.0' South of Charro St. with a 16" steel casing (bore and install). The second 8" P.V.C. waterline will cross Brushline Road 300.0' South of Charro St. with a 16" steel casing (bore and install) for the proposed subdivision.

BACKGROUND

Attachments

Agua

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 02:48 PM
Olga Garza	Olga Garza	12/01/2011 09:28 AM
Auditor's Office	Arcilia Duran	12/01/2011 04:36 PM

Form Started By: Rebecca Gomez Started On: 11/29/2011 04:26 PM

Final Approval Date: 12/01/2011

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 December, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

Agua Special Utility District hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 8 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:

- Cardinal Waves Subdivision: The first 8" PVC waterline will cross Brushline Road 25.0' South of Charro St. with a 16" steel casing (bore and install). The second 8" PVC waterline will cross Brushline Rd 300.0' South of Charro St. with a 16" steel casing (bore and install) for the proposed subdivision.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" PVC 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-29959 **6. A.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 plan hardship withdrawal requests for employees #122335, #034223 & #115509

BACKGROUND

Attachments

forms

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/01/2011 10:10 AM
Auditor's Office	Arcilia Duran	12/01/2011 01:37 PM

Form Started By: Monica Badillo Started On: 12/01/2011 10:08 AM

Final Approval Date: 12/01/2011

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Endowe #034223

Participant Nam [redacted]

Address 7[redacted] ane Edin[redacted]

Social Security [redacted] **Daytime Phone No.** (

SECTION I – H

I understand that [redacted] due to financial hardship o[redacted] the withdrawal is [redacted] heavy financial need. I [redacted] distributions, othe[redacted] ardship, and all other non-[redacted] me under the Pla[redacted] by the Company. I unde[redacted] taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100 % Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? _____ If so what was the amount taken $_____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [redacted] Date 12-01-2011

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

Attn: Debra

09/01/2007 15:57 FAX 9562827088

+ fax back to 292-7034

002/004

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee # 115509

Participant Na[redacted]

Address 14[redacted]

Social Securit[redacted]

SECTION I

I understand tha[redacted] the withdrawal [redacted] distributions, all [redacted] me under the P[redacted] taxable as ordi[redacted] unless I am [redacted] expenses as p[redacted]

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(X) Medical expenses incurred by me, my spouse, or any of my dependents (or any expenses necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
(X) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 5800.00 Year-to-date deferrals

Total amount deferred since you initially joined the plan $

Have you ever taken a hardship before? NO If so what was the amount taken $ 0

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X Rafael Ochoa Date 12-1-11

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X Date

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employer #122335

Participant Name [redacted]

Address [redacted]

Social Security No. [redacted] Phone No [redacted]

SECTION I – Hardship

I understand that this with[drawal] ancial hardsh[ip] the withdrawal is necess[ary] financial need distributions, other than t[hose] nd all other [plans] me under the Plan, as w[ell] Company. I taxable as ordinary incor[ome] ve it. In ad[dition] unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 10 00.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? Yes If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X _____ Date _____

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-29877 **7. A.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal (1100):

Discussion and approval for membership fee of $250.00 to cover the renewal to the South Texas Fire Investigators Association for the following:

- Juan Martinez, Fire Marshal
- Wesley Bradley, Chief Deputy Fire Marshal
- Javier Garcia, Deputy Fire Marshal
- Marco Romero, Deputy Fire Marshal
- Tommy Ureste, Deputy Fire Marshal

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 ACCT. #: 1-1100-422-10-300-001-0-810

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

BUDGETARY IMPACT:

Req#206104 for South Texas Fire Investigations Assoc. $250.00

Attachments

STFIA Membership

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/29/2011 02:25 PM
Roland Garcia	Rolando Garcia	12/01/2011 09:44 AM
Auditor's Office	Arcilia Duran	12/01/2011 05:45 PM

Form Started By: Yolanda Orozco Started On: 11/29/2011 02:00 PM

Final Approval Date: 12/01/2011

Requisition

Req # 00206104

PO #

Date: 11/15/11

Bill To: x
x

Vendor : 294012
SOUTH TEXAS FIRE INVESTIGATORS ASSOC
3510 E. GRIMES
HARLINGEN TX 78550

Ship To: EMERGENCY SERVICES
1615 S. CLOSNER
SUITE G-H
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5.00	EACH	Annual Membership Dues for the following:	50.00	250.00
		1.) Juan Martinez, Fire Marshal 2.) Wesley Bradley, Chief Deputy Fire Marshal 3.) Javier Garcia, Deputy Fire Marshal 4.) Marco Romero, Deputy Fire Marshal 5.) Tommy Ureste		
		Account No	Encumbrance	
		1-1100-422-10-300-001-0-810	250.00	
			Freight	.00
			Total	250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

South Texas Fire Investigators Association

INVOICE

PO BOX 534114
Harlingen, Texas 78553
Phone 956.648.9179

INVOICE #0001
DATE: NOVEMBER 29, 2011

TO:
STFIA Members

SHIP TO:
Mike Swinnea, Treasurer
STFIA
PO Box 534114
Harlingen, Texas 78553
956.648.9179

COMMENTS OR SPECIAL INSTRUCTIONS: PLEASE REMIT PAYMENT AS SOON AS POSSIBLE. THIS INVOICE IS FOR THE ANNUAL MEMBERSHIP DUES TO THE SOUTH TEXAS FIRE INVESTIGATORS ASSOCIATION.

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
5	2011 to 2012 Annual Membership per Member Juan Martinez, Fire Marshal Wesley Bradley, Chief Deputy Javier Garcia, Deputy Marco Romero, Deputy Tommy Ureste, Deputy	$50.00	$250.00
		SUBTOTAL	$250.00
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE	$250.00

Make all checks payable to: **South Texas Fire Investigators Association**
If you have any questions concerning this invoice, contact Joseph Hernandez A@ 956-460-8945

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Marco Romero, do hereby state that my membership in the South Texas Fire Investigators Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 10/13/11

TITLE Deputy Fire Marshal

Before me Wesley Bradley, a Notary Public, appeared Marco Romero and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

WESLEY DYLAN BRADLEY
My Commission Expires
June 11, 2014
(SEAL)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Javier Garcia, do hereby state that my membership in the South Texas Fire Investigators Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Javier Garcia DATE: 10-12-11

TITLE Deputy Fire Marshal

Before me Marco Romero, a Notary Public, appeared Javier Garcia and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

MARCO A. ROMERO
My Commission Expires
May 02, 2012

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Wesley Bradley, do hereby state that my membership in the South Texas Fire Investigators Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 10/12/11

TITLE Chief Deputy Fire Marshal

Before me Marcus Romero a Notary Public, appeared Wesley Bradley, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NOTARY PUBLIC STATE OF TEXAS
MARCO A. ROMERO
My Commission Expires
May 02, 2012

(S E A L)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Juan Martinez, do hereby state that my membership in the South Texas Fire Investigators Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 10/12/11

TITLE Fire Marshal

Before me Marco Romero, a Notary Public, appeared Juan Martinez and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

NOTARY PUBLIC, STATE OF TEXAS
MARCO A. ROMERO
My Commission Expires
May 02, 2012

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Tommy Ureste, do hereby state that my membership in the South Texas Fire Investigators Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 10-14-2011

TITLE Deputy Fire Marshal

Before me Marco Romero a Notary Public, appeared Tommy Ureste, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

NOTARY PUBLIC
STATE OF TEXAS
MARCO A. ROMERO
My Commission Expires
May 02, 2012

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

AI-29853 **7. B.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3:
Requesting approval to renew membership dues for the National Constables Association for Constable Lazaro Gallardo, Jr. amount of $60.00, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-293-001-0-810

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

BUDGETARY IMPACT:

CONSTABLE PCT.3-DUES & MEMBERSHIPS
$60.00 available balance in req#206840 as of 12/01/2011.

Attachments

Affidavit

membership form

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 11:40 AM
Rosalinda Cantu	Rosie Cantu	12/01/2011 10:29 AM
Auditor's Office	Arcilia Duran	12/01/2011 02:09 PM

Form Started By: Rachel Cavazos Started On: 11/28/2011 08:13 AM

Final Approval Date: 12/01/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Lazaro Gallardo, Jr., do hereby state that my membership in the National Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Lazaro Gallardo Jr. DATE: 11-28-11

TITLE: Constable

Before me Kimberly J. Echavarria, a Notary Public, appeared Lazaro Gallardo Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) KIMBERLY JEAN ECHAVARRIA
Notary Public, State of Texas
My Commission Expires
MAY 26, 2012

Kimberly J. Echavarria
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

NATIONAL CONSTABLE'S ASSOCIATION
ATTN: CHARLIE CALDWELL, JR., MARSHAL
1244 TEXAS AVENUE
SHREVEPORT, LA 71101

Phone: (318) 673-6813 **Fax: (318) 673-6816**

NCA RENEWAL AND NEW MEMBERSHIP APPLICATION

Dues $60.00

Membership Information

ID # (Found on membership card): _____

Name (Last, First, Middle): Gallardo, Jr., Lazaro

Street Address or P.O. Box #: 730 N. Breyfogle Rd. Ste. B

City: Mission **State:** Texas **Zip Code:** 78574

Home Phone #: 956-519-3188 **Business Phone #:** 956-205-7031 **Cell Phone #:** _____

Email or Website (if available): larry.gallardo@co.hidalgo.tx.us

State Association (if a Member): _____ **Assoc. Address:** _____

Dues paid members will have membership cards mailed to the address furnished and on file in the office of the treasurer. All dues paid members not picking up the First Edition NCA Patch at the convention will be mailed first mail one NCA patch. This is the first national constable patch NCA has authorized for production and is done in 8 vibrant colors and one that you will proudly display. Additional patches can be ordered at the cost of $5.00 each.

Please share this application with a new perspective member. The great thing about NCA is being with some of America's best. The National Convention Board Meeting and Awards Banquet held every year gives Constables the opportunity to come together from around the country and recognize those that have excelled in their service. Both training and skills to build a professional Constable system can be found in the association with NCA. But most of all we all work hard to Protect and Defend this Honorable Office of the Constable.

National Constables Association

Charlie Caldwell, Jr. Treasurer
1244 Texas Avenue
Shreveport, Louisiana 71101

Invoice

Date	Invoice #
10/14/2011	2662

Bill To
Lazaro Gallardo Jr Constable PCT 3 Suite B 730 Breyfogle Misson, TX 78572

Account #
25780

Item	Description	Amount
Membership Dues	membership dues for 2011 - 2012	60.00

INVOICE RECEIVED BY: _____ on _____

GOODS/SERVICES RECEIVED BY: _____ on _____

We are looking forward to seeing you at the 2012 Convention. Hope you will be able to attend.

Total	$60.00
Balance Due	$60.00

Phone #
318-673-6805

Web Site
www.nationalconstablesassociation

AI-29847 **8. A.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
K6910.02.000.008A.00	Joe Sakulenzki	$3645.56
S2440.00.000.0002.00	Yolanda Mauricio	$5000.00
T2100.00.239.0001.10	Big H Investments	$5065.69
W0100.00.039.0004.00	First National Bank	$2877.10

BACKGROUND

Attachments

frnt pg
accts page
joe
mauricio
big h
first

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/23/2011 02:00 PM
Perla Lopez	Perla Lopez	12/01/2011 09:30 AM
Auditor's Office	Arcilia Duran	12/01/2011 04:34 PM

Form Started By: Hilda Fuentes Started On: 11/23/2011 01:28 PM

Final Approval Date: 12/01/2011

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

November 22, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.K6910.02.000.008A.00	JOE SAKULENZKI	$ 3,645.56
2.S2440.00.000.0002.00	YOLANDA MAURICIO	$ 5,000.00
3.T2100.00.239.0001.10	BIG H INVESTMENTS	$ 5,065.69
4.W0100.00.039.0004.00	FIRST NATIONAL BANK	$ 2,877.10

RECEIVED NOV 0 2 2011

ARMANDO BARRERA JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 10/27/2011

Account Number
K6910-02-000-008A-00 4
HCAD No. 620845 4

Legal Description of the Property
KINGWOOD ESTATES PH 2 LOT 8A

5257 N 23RD ST

OWNER: FIRST MCALLEN INDUSTRIAL LTD 4

2011 OVERAGE AMOUNT $3,645.56 4

Payer:
JOE SAKULENZKI 4
2101 INDUSTRIAL DR
MCALLEN , TX 78504

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name Joe Sakulenzki	Relationship to Property Owner Owner	
	Mailing Address 2101 Industrial Dr.	Daytime Telephone Number 956.630-1713	
	City, State, Zip Code Mcallen TX 78504		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011 4 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account K6910-02-000-008A-00	
		Duplicate payment $ 3645.56	
		Paid in error (explain) Double paid credit card	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer		$ 3645.56 overpaid
	Total tax, penalty, and interest amount owed for the year		
	Amount of refund claimed		$ 3645.56 .
Step 5: How should the refund be processed?		Mail to Property Owner	Joe Sakulenzke
		Mail to Payer at address in Step 1	✓ Yes
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE		Date of application 11/3/11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	☑ Approved ☐ Denied	By:	Date: 11/21/11
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied	By:	Date: 11-16-11

This application must be completed, signed, and submitted with supporting documentation to be valid.

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PP 11-17-11
11/21/11

11/17 .1.14

S2440.00.000.0002.00 4 OR

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009-2010 4	6/27 / 2011	$ 2000.00	$ 2000.00 4
2. ALL ENTITIES	2010 4	6/13 / 2011	$ 3000.00	$ 3000.00 4
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 5000.00 ∧

Taxpayer's reason for refund *(attach supporting documentation)*: P/E AS PER TP WANTED TO PAY ONLY THE 2009 YR. WANT FOR US TO UNPAY AND APPLY ONLY TO THE 2009 YEAR.

TR

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
JALILL, JOHN &

payer: Yolanda Mauricio

Present mailing address *(number and street)*
5412 S. RAUL LONGORIA RD

City, town or post office, state, ZIP code
EDINBURG, TX 78539

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SEMINOLE VALLEY LOT 2

Step 2: Describe the property

Address or location of property:

559485 &

Account number of property:

S2440.00.000.0002.00 &

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009-2010 X	6/27 / 2011	$ 2000.00	$ 2000.00 &
2. ALL ENTITIES	2010 &	6/13 / 2011	$ 3000.00	$ 3000.00 &
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 5000.00 ^

Taxpayer's reason for refund *(attach supporting documentation)*: P/E AS PER TP WANTED TO PAY ONLY THE 2009 YR. WANT FOR US TO UNPAY AND APPLY ONLY TO THE 2009 YEAR.

TR

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature: Yolanda Mauricio

Date of application for tax refund: 11-17-11

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PR 11-17-11
C 11/21/11

sign here ➡ Authorized official

Date: 11/21/11

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡

Date: 11/15/11

11/17

Payer:
BIG H INVESTMENT CO 4
PO BOX 4185
MCALLEN , TX 78502-4185

Account Number
T2100-00-239-0001-10
HCAD No. 631130

Legal Description of the Property
TEX-MEX SURVEY AN IRR TR
W134.95'-E448'-S476.76'-N510.88' &
S581.18'-N998.36'-E288' LOT 1 SEC 239
4.70AC

OWNER: BIG H INVESTMENT CO 4

2010 OVERAGE AMOUNT $5,065.69 4

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Big H Investments Co.	Relationship to Property Owner: owner
	Mailing Address: P.O. Box 4185	Daytime Telephone Number: (956) 287-2217
	City, State, Zip Code: McAllen, TX. 78502	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2010 4 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account	
	✓ Duplicate payment	
	☐ Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	✓ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account	For tax year
	☐ Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE	Date of application: 10/28/11
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☐ Approved ☐ Denied By:	Date: 11/21/11
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By:	Date: 11/15/11

This application must be completed, signed, and submitted with supporting documentation to be valid.

1.14

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PL 11-17-11
LC 11/21/11

11/17

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
ALTON POINT LP 4 PAYER: FIRST NATIONAL BANK

Present mailing address *(number and street)*
500 E 9TH ST

City, town or post office, state, ZIP code
MISSION, TX 78572

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WEST ADDNTO SHARYLAND 9.41AC BNG

Step 2: Describe the property

Address or location of property:

318117 4

Account number of property:

W0100.00.039.0004.00 4

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2005-06 4	01/31 / 2011	$ 2877.10	$ 2877.10 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2877.10 1

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER FNB HCAD HAD TAXPAYER ON WRONG PROPERTY SEE ATTACHED PAPERWORK FROM HCAD.

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature: Cassandra N. Cardos — Date of application for tax refund: 10/26/2011

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PR 11-17-11 C 11/21/11

sign here ➡ Authorized officer — Date: 11/21/11

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡ — Date: 11/15/11

W/17

AI-29857 **9. A.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Monthly collection reports for September and October 2011.

OFFICE	FEES & COST	MONTH
The Hon. Guadalupe Trevino, Hidalgo County Sheriff	$ 95,188.33	September 2011
The Hon. Celestino Avila, Constable Precinct No. 1	$ 680.00	October 2011
The Hon. Larry Gallardo, Constable Precinct No. 3	$ 4,940.00	October 2011
Ms. Angie Chapa, Law Librarian	$ 1,146.75	October 2011
The Hon. Arturo Guajardo, Hidalgo County Clerk	$ 458,080.37	October 2011
Mr. Juan Martinez, Fire Marshal	$ 18,874.75	October 2011

BACKGROUND

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/28/2011 11:14 AM
Erika Zamora	Erika Zamora	12/01/2011 09:17 AM
Auditor's Office	Arcilia Duran	12/01/2011 04:36 PM

Form Started By: Maria Medina Started On: 11/28/2011 10:41 AM

Final Approval Date: 12/01/2011

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

November 23, 2011

The Honorable Ramon Garcia
Hidalgo County Judge
County Administration Building, 2nd Floor
100 East Cano
Edinburg, Texas 78539

Dear Judge Garcia:

Please include the attached Monthly Collection Reports on the next Commissioners' Court Agenda:

OFFICE	FEES & COST	MONTH
The Hon. Guadalupe Trevino, Hidalgo County Sheriff	$ 95,188.33	September 2011
The Hon. Celestino Avila, Constable Precinct No. 1	$ 680.00	October 2011
The Hon. Larry Gallardo, Constable Precinct No. 3	$ 4,940.00	October 2011
Ms. Angie Chapa, Law Librarian	$ 1,146.75	October 2011
The Hon. Arturo Guajardo, Hidalgo County Clerk	$ 458,080.37	October 2011
Mr. Juan Martinez, Fire Marshal	$ 18,874.75	October 2011

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

HIDALGO COUNTY DISTRICT JUDGES

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

"FEE" MONTHLY REPORT

FOR THE MONTH ENDED September 30, 2011 PBC

Part I: AMOUNT BILLED FOR HOUSING OF PRISONERS & TDCJ

US. Government	Amount		Other Agency	Amount
A. Bureau of Prisons (BOP)	$ 2,080.00	G.	Army (Ft. Hood)	$ 260.00
B. U.S. Marshal (USM)	$ 13,208.00	H.		$ -
C. Immigration & Customs Enforcment (ICE)		I.		$ -
D. Customs & Border Protecion (CBP)-Mcallen		J.		$ -
E. Customs & Border Protecion (CBP)-Hidalgo		K.		$ -
F. Texas Department of Criminal Justice (TDCJ)	$ 7,068.15	L.		$ -

Part II: SUMMARY OF RECEIPT COLLECTION

A. RECEIPTS ISSUED FROM NO.	F186658-187000	TO	F188801-F188943	$ 82,138.33
B. RECEIPTS ISSUED FROM NO. (BB Fees)	F187281	TO	F187970	$ 11,655.00
C. Add Interest Earned				$ -
TOTAL CASH COLLECTIONS Rec. Issue Dates	Sept. 1, 2011	TO	Sept. 30, 2011	$ 93,793.33
Less: Costs on Deposit				$ (5,100.00)
Less: Bail Bond Fee Refunds Check No.'s				$ -
Less: Tuition Fee Refunds				$ -
Less: Other Refunds/Adjustment for NSF Check				$ (75.00)
Add: Cost Deposits Earned				$ 6,570.00
TOTAL DUE TO THE COUNTY TREASURER				$ 95,188.33

Part III: SUMMARY OF FEE ALLOCATION

FEES RECEIVED FOR HOUSING OF PRISONERS	*MONTH*	*GL NUMBER*	*AMOUNT*
US Marshal (USM)	Jul-11	1100-342-30-280-000-0-000	$ 15,808.00
Bureau of Prisons (BOP)	Jul-11	1100-342-30-280-000-0-000	$ 2,704.00
Customs & Border Protection-McAllen (CBP)		1100-342-30-280-000-0-000	$ -
Customs & Border Protection-McAllen (CBP)		1100-342-30-280-000-0-000	$ -
Immigration and Customs Enforcement (ICE)		1100-342-30-280-000-0-000	$ -
Other:		1100-342-30-280-000-0-000	$ -
TELEPHONE COMMISSIONS	*MONTH*		
A. Evercom		1100-360-00-000-001-0-000	$ -
B. Evercom	Aug-11	1100-360-00-000-001-0-000	$ 24,519.74
FEES RECV'D FOR OFFENDER TRANSPORTATION	*MONTH*		
A. Texas Department of Criminal Justice	Sept. 2011	1100-130-03-00-426-0-000	$ 5,596.95
Equitable Sharing Recvd. On Forfeited Property			
A. ICE		1-1228-352-30-280-000-0-000	$ 246.14
B. DEA		1-1229-352-30-280-000-0-000	$ 6,219.74
C. DEA		1-1229-352-30-280-000-0-000	$ 2,513.04
OVERTIME GRANT REIMBURSEMENT			
A. US MARSHAL		1-1284-126-10-000-013-0-000	$ 6,042.55
B. DEA		1-1284-126-10-000-012-0-000	
C. ICE	Jul-11	1-1284-126-10-000-007-0-000	$ 592.79
C. ICE	Jul-11	1-1284-126-10-000-007-0-000	$ 218.39
C. ICE	Jul-11	1-1284-126-10-000-007-0-000	$ 249.60
TUITION FEES	*AMOUNT*		
TUITION FEES	$ 3,300.00	1100-342-11-280-000-0-000	$ -
LESS: REFUNDS	$ -		$ 3,300.00
BAIL BOND FEES	*AMOUNT*		
BAIL BOND FEES	$ 11,655.00		
LESS: REFUNDS	$ -	1100-207-20-000-036-0-000	$ 11,655.00
OTHER SHERIFF'S FEES AND COSTS	*AMOUNT*		
A. Serving Legal Process (Includes Earned Cost Deposits)	$ 9,540.00		
B. Sale of Stray Animals	$ 10.39		
C. Offense Reports/Insurance Reports	$ 316.00		
D. Fingerprints	$ 360.00		
E. Clearance Letters/Record checks	$ 335.00		
F. Photo & Video Fees	$ -		
G. Other "Order of Sale"	$ 4,800.00		
H. Miscellaneous	$ 236.00		
I. Misc. (Bank Stop Payment Fee)	$ -		
Total Sheriff Fees (A through I)	$ 15,597.39	1100-342-10-280-001-0-000	
LESS: REFUNDS/ADJUSTMENT FOR NSF CHECK	$ 75.00		$ 15,522.39
Interest Earned - FOR THE MONTH OF		1100-361-11-000-007-0-000	$ -
TOTAL FEES EARNED AND PAYABLE TO THE COUNTY TREASURER			$ 95,188.33

Part IV: SUMMARY OF REMITTANCES MADE TO THE COUNTY TREASURER

Ck No.	Check Date	Amount
5105	09/02/11	$ 321.00
5106	09/02/11	$ 592.79
5107	09/14/11	$ 4,802.00
5108	09/16/11	$ 10,334.68
	Direct Deposit-General Fund	$ 5,596.95
5110	09/23/11	$ 10,257.91
5111	09/26/11	$ 6,042.55
5112	09/29/11	$ 6,219.74
5113	09/29/11	$ 15,808.00
5114	09/29/11	$ 2,513.04
5115	09/29/11	$ 2,704.00
5116	09/29/11	$ 218.39
5117	09/29/11	$ 249.60
5118	09/29/11	$ 246.14
5119	09/30/11	$ 27,989.74
5120	10/04/11	$ 1,291.80
Total Amount of Remittances to the County Treasurer		$ 95,188.33

CHECK FIGURE:	
TOTAL PART II:	$ 95,188.33
TOTAL PART III:	$ 95,188.33
DIFFERENCE (IF "-") OK	$ -
SUMMARY of Amount Due to Co. Treasurer	
TOTAL EARNED FEES	$ 95,188.33
LESS: TOTAL REMITTANCE	$ 95,188.33
Total Remaining Funds Due to to County Treasurer	$ -

Emilia Reyna
Hidalgo County Sheriff (or Designee)

Elisa Arredondo
Elisa Arredondo

This report is due at the County Auditor's Office by the 5th workday following the end of the month.

County Auditor's Form: ARS-S-001 Revised 1/1/06

RECEIVED BY
COUNTY AUDITOR
2011 OCT 21 PM 12:00

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 11.15.11

Constable Celestino Avila Jr. Monthly Report

For the Month Ending October 2011

Date	Plaintiff	Defendant	Receipt #	Cause #	Type of Service	In/Out County	Court	Treasurer #	Amount Due
Thursday, October 13, 2011	The State of Texas	Retirement Value Mike Givilancz, Jr. LLC	010510-1	D-1-GV-10-000456	Civil Claims	Out of County	District Clerk	150502	$70.00
Monday, October 17, 2011	Payne Collision Center	Valley Speech Assoc.	010511-1	SC11-097JM	Small Claims	In County	Justice Clerk	150540	$70.00
Tuesday, October 18, 2011	Saria Soliz	Belky Cisneros as owner of Valley Neuro Diagnostic & Advance Neuro Diagnostic	010512-1	SC11-098JM	Small Claims	In County	Justice Clerk	150652	$70.00
Tuesday, October 18, 2011	McAllen MRI Center	Rudy Arregullin	010513-1	C-1367-11-21	Small Claims	In County	Justice Clerk	150652	$70.00
Tuesday, October 18, 2011	McAllen MRI Center	Florita Gonzalez	010514-1	C-1366-11-21	Small Claims	In County	Justice Clerk	150652	$70.00
Thursday, October 20, 2011	Florestela Fuentes	Jennefer Gamez- Sub. Ser. 10-21-11	010515-1	FED11-115JM	FED	In County	Justice Clerk	150653	$70.00
Thursday, October 20, 2011	Florestela Fuentes	Taryn Kilby- Sub. Ser. 10-21-11	010515-1	FED11-115JM	FED	In County	Justice Clerk	150653	$70.00
Friday, October 21, 2011	Mcallen MRI Center	Martin Villela	010516-1	C-1355-11-21	Small Claims	In County	Justice Clerk	150723	$70.00
Friday, October 21, 2011	McALLEN MRI Center	David Gil	010517-1	C-1355-11-21	Small Claims	In County	Justice Clerk	150723	$70.00
Friday, October 21, 2011	The State of Texas	Arnoldo Fuentes	010518-1	T08-1179JI2	Warrant Fee	In County	Justice Clerk	150723	$50.00
Grand Total									**$680.00**

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: [signature]
DATE: 11/4/11 11/15/11

X23

Tuesday, November 01, 2011

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: _____ *Constable, Precinct 1*

Prepared by: _____ *Chief Deputy*

RECEIVED BY

CONSTABLE, PCT. 3 LARRY GALLARDO MONTHLY REPORT

For the Month Ending October

PBC

NOV -4 AM 8:17

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
10/4/2011	WESLACO ISD ET AL	ALEGRIA ADULT DAY CARE	9696	T-1408-10-H	TAX WARRANT X 2		X			X			151007	$ 400.00
10/4/2011	MISSION CISD ET AL	CHICAGO AUTO PARTS & SHOP	9697	T-1331-11-B	TAX WARRANT		X			X			151007	$ 200.00
10/11/2011	HIDALGO COUNTY, ET AL	PHANTOM GROUP, LLC	9698	T-1301-11-B	TAX WARRANT		X			X			151008	$ 200.00
10/11/2011	EDINBURG CISD, ET AL	REYES NURSERY	9699	T-1476-11-B	TAX WARRANT		X			X			151008	$ 200.00
10/11/2011	HIDALGO COUNTY, ET AL	LIFE REVITALIZING SYSTEM, LLC	9700	T-1560-11-H	TAX WARRANT		X			X			151008	$ 200.00
10/11/2011	HIDALGO COUNTY, ET AL	FIRECHECK OF TEXAS, INC.	9701	T-1367-11-H	TAX WARRANT		X			X			151008	$ 200.00
10/11/2001	QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.	LABSERVICES, INC.	9702	DC-10-12704-C	WRIT OF EXECUTION (DALLAS CO)	X				X			151008	$ 200.00
10/12/2011	STATE OF TEXAS	DANIEL ELIZONDO, SR.	9703	1/1 M0037209	WARRANT FEE (JEFFERSON CO)	X		X					151009	$ 50.00
10/12/2011	STATE OF TEXAS	DANIEL ELIZONDO, SR.	9704	1/1 M0037209	WARRANT FEE (JEFFERSON CO)	X		X					151009	$ 10.00
10/12/2011	HIDALGO COUNTY, ET AL	TEXAN DUMP TRUCK SERVICE	9705	T-1295-11-I	TAX WARRANT		X			X			151009	$ 200.00
10/12/2011	HIDALGO COUNTY, ET AL	BRUSH COUNTRY INVESTMENTS, LLC	9706	T-1429-11-B	TAX WARRANT		X			X			151009	$ 200.00
10/19/2011	MCALLEN MRI CENTER	JESSICA LOPEZ	9707	C-1365-11-21	SMALL CLAIMS CITATION		X	X					151010	$ 70.00
10/19/2011	INLAND WESTERN SAN ANTONIO LIMITED PARTNERSHIP	EASY LASER TEXAS, LLC	9708	2011-CI-13251	CITATION (BEXAR CO)	X				X			151010	$ 70.00
10/19/2011	LAWYER'S AID SERVICE, INC.	ADELA AYALA & ARNULFO AYALA	9709	71730	CITATION (TRAVIS CO)	X		X					151010	$ 70.00
10/19/2011	LAWYER'S AID SERVICE, INC.	ADELA AYALA & ARNULFO AYALA	9710	71730	CITATION (TRAVIS CO)	X		X					151010	$ 70.00
														$ 1,940.00
														$ 1,940.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: _____
Constable, Precinct 3

Prepared by: Reynol V. Ramos

County Auditor's Form AS-C-002

Revised: 3/01

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY:
DATE: 11/15/11 11/10/11

RECEIVED BY

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CONSTABLE, PCT. 3 LARRY GALLARDO MONTHLY REPORT

For the Month Ending October

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE: OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS
10/19/2011	HIDALGO COUNTY, ET AL	LIFE REVITALIZING SYSTEM	9711	T-1560-11-H	TAX WARRANT		X			X			151010	$ 200.00
10/19/2011	HIDALGO COUNTY, ET AL	VICE BOUTIQUE NITE CLUB, INC.	9712	T-1511-11-J	TAX WARRANT		X			X			151010	$ 200.00
10/19/2011	HIDALGO COUNTY, ET AL	NORTH RIVERSIDE DENTAL, P.A.	9713	T-1227-11-H	TAX WARRANT		X			X			151010	$ 200.00
10/19/2011	HIDALGO COUNTY, ET AL	WILLIE'S & CHARLIES FLYERS, LP	9714	T-1512-11-F	TAX WARRANT		X			X			151010	$ 200.00
10/28/2011	HIDALGO COUNTY, ET AL	NORTH RIVERSIDE DENTAL, P.A.	9715	T-1227-11-H	TAX WARRANT		X			X			151011	$ 200.00
10/28/2011	HIDALGO COUNTY, ET AL	CITY ONE HOUR CLEANERS	9716	T-1225-11-I	TAX WARRANT		X			X			151011	$ 200.00
10/28/2011	HIDALGO COUNTY, ET AL	RGV BUSINESS CENTERS, LLC	9717	T-1072-11-E	TAX WARRANT		X			X			151011	$ 200.00
10/28/2011	HIDALGO COUNTY, ET AL	MEXIQUE INTERNATIONAL CORPORATION	9718	T-1468-10-B	TAX WARRANT		X			X			151011	$ 200.00
10/28/2011	HIDALGO COUNTY, ET AL	ESAW'S TELECOMMUNICATIONS INC.	9719	T-1222-11-B	TAX WARRANT		X			X			151011	$ 200.00
10/28/2011	CITY OF MCALLEN, ET AL	X-TRA MILE AMBULANCE	9720	T-1614-11-E	TAX WARRANT		X			X			151011	$ 200.00
10/28/2011	HIDALGO COUNTY, ET AL	PRADA INVESTMENTS, INC. BAR	9721	T-1302-11-C	TAX WARRANT		X			X			151011	$ 200.00
10/28/2011	CITY OF MCALLEN, ET AL	RGV FLAMINGO POOLS INTL. LTD.	9722	T-687-11-I	TAX WARRANT		X			X			151011	$ 200.00
10/28/2011	HIDALGO COUNTY, ET AL	ROEL TOVAR	9723	T-580-11-G	TAX WARRANT		X			X			151011	$ 200.00

Grand Total 4,940.00

This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by: Heraldo Gallardo
Constable, Precinct 3

Prepared by: Raquel V. Ramos

County Auditor's Form AS-C-002 Revised: 3/01

HIDALGO COUNTY LAW LIBRARY
MONTHLY FEES REPORT
FOR THE MONTH ENDED October 31, 2011

PBC

PART I: SUMMARY OF MONTHLY COLLECTIONS

A	B	C	D	E	F	G	H	I
	Receipt Date	Law Library Receipt # Sequence BEG #	Law Library Receipt # Sequence END #	Total Collected	COUNTY TREASURER Receipt Amount	COUNTY TREASURER Receipt No.	COUNTY TREASURER Receipt Date	OVER/ (SHORT)
1	1-Oct-11	0	0	$ -				-
2	2-Oct-11	0	0	$ -				-
3	3-Oct-11	48960	48969	$ 83.25	83.25	150208	10/04/11	-
4	4-Oct-11	48970	48980	$ 72.50	72.50	150222	10/05/11	-
5	5-Oct-11	48981	48985	$ 25.25	25.25	150312	10/06/11	-
6	6-Oct-11	48986	48991	$ 57.75	57.75	150324	10/07/11	-
7	7-Oct-11	48992	48997	$ 34.75	34.75	150354	10/11/11	-
8	8-Oct-11	0	0	$ -				-
9	9-Oct-11	0	0	$ -				-
10	10-Oct-11	0	0	$ -				-
11	11-Oct-11	48998	49003	$ 54.00	54.00	150478	10/14/11	-
12	12-Oct-11	49004	49013	$ 65.25	65.25	150475	10/14/11	-
13	13-Oct-11	49014	49022	$ 94.25	94.25	150477	10/14/11	-
14	14-Oct-11	49023	49026	$ 30.50	30.50	150516	10/17/11	-
15	15-Oct-11	0	0	$ -				-
16	16-Oct-11	0	0	$ -				-
17	17-Oct-11	49027	49039	$ 88.75	88.75	150580	10/19/11	-
18	18-Oct-11	49040	49046	$ 35.75	35.75	150581	10/19/11	-
19	19-Oct-11	49047	49056	$ 76.25	76.25	150623	10/20/11	-
20	20-Oct-11	49057	49064	$ 53.75	53.75	150676	10/24/11	-
21	21-Oct-11	49065	49070	$ 40.00	40.00	150677	10/24/11	-
22	22-Oct-11	0	0	$ -				-
23	23-Oct-11	0	0	$ -				-
24	24-Oct-11	49071	49084	$ 118.00	118.00	150811	10/26/11	-
25	25-Oct-11	49085	49091	$ 31.50	31.50	150815	10/26/11	-
26	26-Oct-11	49092	49103	$ 82.25	82.25	150847	10/28/11	-
27	27-Oct-11	49104	49110	$ 45.25	45.25	150929	11/01/11	-
28	28-Oct-11	49111	49113	$ 17.75	17.75	150930	11/01/11	-
29	29-Oct-11	0	0	$ -				-
30	30-Oct-11	0	0	$ -				-
31	31-Oct-11	49114	49120	$ 40.00	40.00	150931	11/01/11	-
	TOTAL RECEIPTS AND FUNDS COLLECTED			1,146.75				0.00

LESS: REIMBURSEMENTS 0.00 FOR RECEIPT #(s): _____

TOTAL REVENUE COLLECTIONS 1,146.75

X22

PART II: SUMMARY OF YEARLY COLLECTIONS:

January	$ 1,310.25	July	$ 1,345.50		
February	$ 1,496.00	August	$ 1,367.00		
March	$ 1,600.25	September	$ 1,218.50		
April	$ 1,722.25	October	$ 1,146.75		
May	$ 1,358.75	November	$ -		
June	$ 1,392.00	December	$ -		
(1) Subtotal	$ 8,879.50	(2) Subtotal	$ 5,077.75	Total (1+2)	$ 13,957.25

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____
DATE: 11/17/11 11/17/11

THIS REPORT HAS BEEN PERSONALLY PREPARED & REVIEWED BY ME & I CERTIFY IT TO BE TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.

Angie Chapa
LAW LIBRARIAN OF HIDALGO COUNTY, TX

X5

This report is due in the Office of the County Auditor before the (5th) workday of the following month.

COUNTY AUDITOR'S FORM: RE- CLL-001 REVISED: 2/10

X1

Prepared By: Pedro S. PS
Date: 11/22/11

Hidalgo County Clerk
Monthly Report
For the Month Ended October 31, 2011

Fee Account	$	233,478.54
Criminal Court Cost	$	120,530.90
Civil & Probate Court Cost	$	104,070.93
Total October 2011 Collections	$	458,080.37

1

X6

COUNTY CLERK MONTHLY FEE REPORT

OCTOBER
2011
******COUNTY CLERK FEE ACCOUNT******

PBC

RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10		$112,550.00 XS-1 ✓
MARRIAGE LICENSES/LGC118.018 (TOTAL)		$9,945.00 XS-1 ✓
STATE COMPTROLLER		
MARRIAGE LICENSE # Filed	XS-1 324 ✓	$9,720.00 X; XS-1 X
BIRTH CERTIFICATES # Filed	XS-1 218 ✓	$392.40 X; XS-1 X
BIRTH DSHS # Filed	XS-1 12 ✓	$21.96 XS-1 X
DECLARATION OF INFORMAL MARRIAGE # Filed	XS-1 18 ✓	$225.00 X; XS-1 X
UCC-FINANCING STATEMENTS/BCC9.403		$788.00 XS-1 ✓
LAMINATION		$0.00
VITAL STATISTICS/LGC 118.015		$14,945.64 XS-1 ✓
CERTIFIED COPIES/LGC 118.014		$10.00 XS-1 ✓
RETURNED CHECK CHARGE/LGC 118.0215		$756.00 XS-1 X
REFUNDS		$0.00
BEER & WINE PERMITS/ABC 61.31		$2,930.00 XS-1 X
PRINTER FEES/ABC 61.38		$38,628.50 X; X3-5; XS-1 ✓
RECEIVED ON ACCOUNT		$38,915.00 X; XS-1 X
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216		$776.16 X; XS-1 X
DIGITAL IMAGE FEES		$41,872.00 X; XS-1 X
CC RECORDS ARCHIVES FEE LGC 118.025		$8,066.00 X; XS-1 X
COURTHOUSE SECURITY FUND/LGC 291.008		$863.00 X; XS-1 X
VITAL ARCHIVE FEE HSC 191.0045(h)		$6.00 X2; XS-1 ✓
OVER/(SHORT)		$0.00
INTEREST EARNED		$0.00
ADJUSTMENTS		
TOTAL CHARGES AND COLLECTIONS		$281,410.66 X2; XS-1; X6-2
LESS:		
CHARGES ON ACCOUNT		$44,218.16 X; X3-5; XS-1; X
TOTAL DEPOSITED IN BANK		$237,192.50 XS-1; X6
LESS:		
PRINTERS FEES/ABC 61.38		$2,930.00 XS-1 ✓
BIRTH DSHS		$21.96 XS-1 ✓
REFUNDS		$756.00 XS-1 ✓
OVER/(SHORT)		$6.00 XS-1 ✓
SUBTOTAL		$3,713.96 XS-1
DUE TO TREASURER		$233,478.54 XS-1

DISTRIBUTION:		
COUNTY CLERK FEES	1100-341-10-180-002-0-000	$132,648.98 A, WX; XS-1 ✓
INTEREST EARNED	1100-361-11-000-006-0-000	$0.00 B, WX; XS-1 ✓
RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216	1237-341-10-180-000-0-000	$38,915.00 C, WX; XS-1 ✓
DIGITAL IMAGE FEES	1100-341-10-180-013-0-000	$776.16 D, WX; XS-1 ✓
CC RECORDS ARCHIVE FEE LGC 118.025	1100-341-10-180-005-0-000	$41,872.00 E, WX; XS-1 ✓
COURTHOUSE SECURITY FUND/LGC 291.008	1241-341-10-180-001-0-000	$8,066.00 F, WX; XS-1 ✓
COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a)	1100-207-20-000-040-0-000	$9,720.00 G, WX; XS-1 ✓
COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b)	1100-207-20-000-039-0-000	$392.40 H, WX; XS-1 ✓
COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a)	1100-207-20-000-041-0-000	$225.00 I, WX; XS-1 ✓
PRESERVATION OF VITAL STATISTICS HSC 191.0045(h)	1100-341-10-180-010-0-000	$863.00 J, WX; XS-1 ✓
		$0.00
		$233,476.54 XS-1

DISTRIBUTION TOTAL:
COUNTY AUDITOR'S FORM: ARS-CC-002, PART I
REVISED 2004

PREPARED BY: MARY CUELLAR, DEPUTY CLERK — 11/07/11 DATE

APPROVAL: ARTURO GUAJARDO, JR. COUNTY CLERK — 11/07/11 DATE

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NOV 8 2011
HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: PS
DATE: 10/21/11 11/21/11

11/4/2011

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HIDALGO COUNTY CLERK
CRIMINAL COURT COST
FOR THE MONTH OF OCTOBER 2011
PBC

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	$7,941.50
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	$2,809.38
District Attorney/CCP 102.008	1100-341-10-180-009-0-000	$4,967.62
Fines/LGC 113.004	1200-351-10-180-000-0-000	$43,609.21
Trial Fees/CCP 102.003	1100-341-10-180-006-0-000	$0.00
Stenographer/GC 25.1102f	1100-341-10-180-006-0-000	$3,970.77
Crim.Just.Plan.Fd./CCP 102.051 MISD @ $ 5.00, @ $10.00	1100-207-20-000-003-0-000	$0.00
L.E.O.S.E/GC415.082 .. MISD @ $1.00,@$1.50,@$3.50	1100-207-20-000-011-0-000	$0.00
Comp. To Victims Of Crime Fd./CCP 56.55 MISD @$3.00, @$5.00 @$10.00, @$12.50, @$15.00, @$35.00 (CVC)	1100-207-20-000-017-0-000	$0.00
Arrest Fees - State Agency/CCP 102.011		
D.P.S. MISD @ $3.00, @$5.00, @$12.00, @$35.00	1100-207-20-000-019-0-000	$154.47
T.A.B.C. MISD @ $3.00, @$5.00, @$12.00, @$35.00	1100-207-20-000-020-0-000	$14.26
T.P.W. MISD @ $3.00, @$5.00, @$12.00, @$35.00	1100-207-20-000-021-0-000	$0.00
Jury Service Fee/CCP102.0045	1100-207-20-000-053-0-000	$796.63
Jury - County Clerk/CCP102.004	1100-341-10-180-008-0-000	$22.00
Jud. & Crt. Personnel Tr. Fd./GC56.001 MISD @ $1.00	1100-207-20-000-027-0-000	$0.00
Crime Stoppers Assistance Fund/CCP102.013	1100-207-20-000-014-0-000	$0.00
State General Revenue/CCP102.015 MISD @ $2.50	1100-207-20-000-010-0-000	$0.00
Comp. Rehab Fund/CCP 102.081 MISD @ $5.00, @ $25.00	1100-207-20-000-008-0-000	$0.00
Breath Alcohol Testing/CCP102.016	1100-207-20-000-006-0-000	$0.00
County Records Mgmt Preservation/CCP102.005/LGC203	1238-341-20-180-001-0-000	$4,466.88
Records Management Preservation - CC/CCP102.005/LGC203	1237-341-10-180-000-0-000	$496.06
Courthouse Security Fund/LGC 291.007 MISD @ $1.00, @ $3.00, @ $5.00	1241-341-10-180-001-0-000	$595.79
Judicial Fund/Criminal CC Stat./GC51.702 #Cases X6 189	1100-207-20-000-046-0-000	$2,978.18
Consolidatred Court Cost(CCC) CCP 102.075 MISD A,B @ $40.00/C @ $17.00	1100-207-20-000-015-0-000	$16,463.16
Fugitive Apprehension Fund (FA)/CCP 102.019 @ $5.00	1100-207-20-000-009-0-000	$0.00
Correctional Management Institute (CMI)	1100-207-20-000-029-0-000	$0.00
County Technology Fund/CCP102.0169	1255-341-10-180-000-0-000	$685.72
DDCF-Drug Court Fund/CCP Art.102.0178 GC Art.102.0215@$50	1100-207-20-000-058-0-000	$5,570.39
DNA TESTING FEE /CCP 102.020	1100-207-20-000-030-0-000	$0.00
Juvenile Crime & Delinquency(JCD)/CCP 102.75(m) @ $0.25	1100-207-20-000-007-0-000	$0.00
Time Payment/GC 133.103 @ $12.50	1100-207-20-000-005-0-000	$1,611.59
Time Payment/GC 133.103 @ $10.00 Appropriation	1100-341-10-180-002-0-000	$1,289.28
Time Payment/GC 133.103 @ $2.50 Admin. Of Justice	1100-341-10-180-003-0-000	$322.32
Juvenile Delinquency Prevention Fund/CCP 102.0171 (Graffiti Eradication)	1240-341-10-180-001-0-000	$0.00
Delinquent Fee	1100-202-00-000-004-0-000	$0.00
Local Transaction Fee/CCP.Art.102.072	1100-341-10-180-004-0-000	$1,164.00
EMS Truama Fund/CCP102.0185	1100-207-20-000-038-0-000	$6,295.01
Public Defense Attorney/CCP26 (Court Ordered Restitution)	1100-351-20-180-001-0-000	$11,946.34
SJFC/LGC133.105, GC102.022	1100-341-10-180-012-0-000	$118.82
SJFS/LCG133.105, GC102.022	1100-207-20-000-054-0-000	$1,058.59
IDR/LGC Sec.133.107	1100-207-20-000-059-0-000	$383.94
Child Safety/CCP 102.01 @ 20.00	1100-341-10-080-005-0-000	
Constable/CCP 102.011	1100-342-10-291-000-0-000	
Failure to Appear-Court	1100-341-10-180-016-0-000	$106.54
Failure to Appear-State	1100-207-20-000-066-0-000	$532.65
Failure to Appear-Vendor	1100-202-00-000-019-0-000	$159.79
SUBTOTAL COURT COSTS		$120,530.90
Refunds on Probate, etc.		$33.00
Attorney Ad Litem Fees/CP RULE 308a		$0.00
OVER (SHORT)		$304.00
SUBTOTAL		$337.00
TOTAL COUNTY CLERK COLLECTIONS		$120,867.90

X3; X6; X7-5; X11-48

PREPARED BY:

IRISELA MCNAMER — 11/07/11 DATE

APPROVAL:

COUNTY CLERK — 11/07/11 DATE

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NOV 8 2011

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: PS
DATE: 11/19/11 11/21/11

X2

HIDALGO COUNTY CLERK
CIVIL AND PROBATE COURT COST
MONTHLY REPORT
OCTOBER 2011
PBC

County Clerk/CCP102.005,LGC118.052,LGC118.015		1100-341-10-180-002-0-000	$27,249.71
Sheriff/CCP 102.011		1100-342-10-180-001-0-000	$4,190.00
County Judge/LGC 118.101		1100-341-10-180-001-0-000	$240.00
Library/LGC 323.023		1247-341-10-180-001-0-000	$11,165.00
Stenographer/GC 25.1102f		1100-341-10-180-006-0-000	$7,120.00
Jury Fees/CCP102.004-5,CP RULE 216,GC51.60A		1100-341-10-180-008-0-000	$1,694.00
Probate Judge Education Fd/LGC 118.064		1100-341-10-180-007-0-000	$117.00
General Fund Miscellaneous Revenues		1100-360-00-000-000-0-000	$144.05
Indigent Civil Legal Services/G.C. 51.901 @ $5.00 & $10.00 330 @ $10	#Cases X6 330	1100-207-20-000-048-0-000	$3,300.00
Probate Indigent Civil Legal Services/G.C. 51.901 @ $5.00 & $10 41 @ $10	#Cases X6 41	1100-207-20-000-047-0-000	$410.00
Court Reporter Service Fee/GC51.601		1239-341-10-180-001-0-000	$4,785.00
Court Record Preservation Fee/GC51.708		1238-341-10-180-001-0-000	$3,580.00
Bond Forfeitures/CCP22.16		1200-352-10-180-001-0-000	$1,802.41
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ $5.00, @ $10.00		1238-341-20-180-001-0-000	$1,855.00
Courthouse Security Fund/LGC 291.007 MISD @ $1.00, @ $3.00, @ $5.00		1241-341-10-180-001-0-000	$1,803.00
Judicial Fund/Civil CC Stat./GC51.702 317 @ $40	# Cases X6 317	1100-207-20-000-043-0-000	$12,680.00
Judicial Fund - Civil Support/GC102.083/LGC133.154 319 @ $42, 160 $2.50	# Cases X6 320	1100-207-20-000-055-0-000	$13,400.50
Judicial Fund/Civil CC Stat. Probate/GC51.702 (partial pmt)	# Cases X6 41	1100-207-20-000-042-0-000	$1,640.00
SCIG-Probate Filing Fee	# Cases X6 37	1250-341-10-180-001-0-000	$740.00
Appellate Judicial System Fund GC 22.2141		1100-207-20-000-001-0-000	$1,790.00
District Attorney Bond Forfeitures Commission/GC41.005		1100-341-10-080-011-0-000	$212.05
Registry Administration Fee/LGC 117.055		1100-341-10-180-002-0-000	$3,181.80
Non-Disclosure Fee / GC 411.081(d)	# Cases X6 6	1100-207-20-000-037-0-000	$168.00
Interest Earnings		1100-361-11-000-006-0-000	$21.41
E-File Fee/GC2054.111		1100-341-10-180-002-0-000	$782.00

$27,249.71 X6 ✓; $4,190.00 X6 ✓; $240.00 X6 ✓; $11,165.00 X1; X6 ✓; $7,120.00 X6 ✓; $1,694.00 X6 ✓; $117.00 X6 ✓; $144.05 X6 ✓; $3,300.00 X6 ✓; $410.00 X6 ✓ Σ = $3,710.01; $4,785.00 X1; X6 ✓; $3,580.00 X1; X6 ✓; $1,802.41 X1; X6 ✓; $1,855.00 X1; X6 ✓; $1,803.00 X1; X6 ✓; $12,680.00 X6 ✓; $13,400.50 X6 ✓; $1,640.00 X6 ✓; $740.00 X1; X6 ✓; $1,790.00 X6 ✓; $212.05 X6 ✓; $3,181.80 X6 ✓; $168.00 X6 ✓; $21.41 X6 ✓; $782.00 X6 ✓

TOTAL DUE TO TREASURER	$104,070.93 X; X5-2; X1
Refunds Due	$1,163.00 X6 ✓
OVER (SHORT)	$0.00
SUBTOTAL	$1,163.00 X6
TOTAL COUNTY CLERK COLLECTIONS	$105,233.93 X3; X6; X7-1; X8-8

PREPARED BY: Irisela McNamer — IRISELA MCNAMER — 11/07/11 DATE

APPROVAL: — COUNTY CLERK — 11/07/11 DATE

RECEIVED
NOV 8 2011
HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: AS
DATE: 11/18/11 11/08/11

X2

HIDALGO COUNTY FIRE MARSHAL MONTHLY REPORT

FOR THE MONTH OF OCTOBER 2011 PDC

DATE	APPLICANT NAME	RECEIPT NUMBER	Cash	Check	MO	TYPE OF SERVICE	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
10/3/2011	Feliberto Perez	5265	X			Business Occupy	150220	$50.00
10/3/2011	Elizabeth Medina	5266		X		Business Occupy	150220	$50.00
10/4/2011	Jose Narvaez	5267	X			Business Occupy	150239	$50.00
10/4/2011	Marco Garza	5268	X			Business Occupy	150239	$50.00
10/5/2011	Bianca Lopez	5269	X			Business Occupy	150297	$50.00
10/5/2011	Narciso Rios	5270	X			Business Occupy	150297	$50.00
10/5/2011	Guadalupe Ramirez	5271	X			Business Occupy	150297	$50.00
10/5/2011	Maricelda Herrera	5272		X		Business Occupy	150297	$50.00
10/5/2011	JoAnn Lee Gonzalez	5073 5073	X			Business Occupy	150297	$50.00
10/5/2011	Eustolia Vega	5274	X			Business Occupy	150297	$50.00
10/5/2011	Blanca E. Vega	5275	X			Business Occupy	150297	$50.00
10/5/2011	Norma Cuevas	5276		X		Business Occupy	150297	$50.00
10/5/2011	Cesar H. Sanchez	5277	X			Building Permit	150297	$200.00
10/5/2011	Elsa Gonzalez	5278	X			Business Occupy	150297	$50.00
10/5/2011	Miguel Nego	5279		X		Building Permit	150297	$509.75
10/5/2011	Javier Cantu	5280	X			Business Occupy	150297	$50.00
10/5/2011	Velia Alvarez	5281	X			Business Occupy	150297	$50.00
10/5/2011	Jorge Gonzalez	5282	X			Business Occupy	150297	$50.00
10/5/2011	Amador & Alicia Requenez	5283	X			Business Occupy	150297	$50.00
10/5/2011	Juan Angel Mendoza	5284	X			Business Occupy	150297	$50.00
10/5/2011	Aaron Salazar - Christy Salazar	5285		X		Building Permit	150297	$200.00
10/6/2011	Cynthia Gonzalez	5286	X			Business Occupy	150344	$50.00
10/6/2011	Dandyson Okeilele	5287	X			Business Occupy	150344	$50.00
10/6/2011	Hugo Antonio Martinez	5288	X			Business Occupy	150344	$50.00
10/12/2011	David Herrera	5289	X			Business Occupy	150441	$50.00
10/12/2011	Javier Hernandez	5290	X			Business Occupy	150441	$50.00
10/12/2011	Everardo Villarreal	5291	X			Building Permit	150441	$200.00
10/12/2011	Laura Garza	5292		X		Business Occupy	150441	$50.00
10/12/2011	Jorge Ruiz	5293	X			Business Occupy	150441	$50.00
10/12/2011	Margarita Veliz	5294	X			Business Occupy	150441	$50.00
10/12/2011	Roberto Carlos	5295	X			Business Occupy	150441	$50.00
10/12/2011	Adriana Pena	5296		X		Business Occupy	150441	$50.00
10/12/2011	Ramon Gonzalez	5297		X		Business Occupy	150441	$50.00
10/12/2011	Sandra Olivarez	5298	X	X		Business Occupy	150441	$50.00
10/12/2011	Sandra Olivarez	5299	X	X		Business Occupy	150441	$50.00
10/12/2011	Maria De Los Angeles Gonzalez	5300	X			Business Occupy	150441	$50.00
10/13/2011	Diana Izaguirre	5301		X		Business Occupy	150489	$50.00
10/19/2011	Donna ISD/Skanska USA	5302		X		Building Permit	150626	$13,615.00

X7
X1

10/19/2011	Karla Valdez	5303	X			Business Occupy	150626	$50.00
10/19/2011	Andy Garcia/La Joya ISD	5304		X		Building Permit	150626	$200.00
10/19/2011	Ruben Puga	5305	X			Building Permit	150626	$200.00
10/19/2011	Francisco Juarez	5306		X		Building Permit	150626	$200.00
10/19/2011	Juan Gomez	5307	X			Business Occupy	150626	$50.00
10/19/2011	Jesus G. De Anda	5308	X			Business Occupy	150626	$50.00
10/19/2011	Julio Granados	5309	X			Business Occupy	150626	$200.00
10/19/2011	Porfirio S. Gutierrez	5310		X		Business Occupy	150626	$50.00
10/19/2011	Ruben/Samuel Trevino	5311	X			Building Permit	150626	$200.00
10/19/2011	Rosalee Molina	5312		X		Building Permit	150626	$50.00
10/19/2011	Guadalupe Zarate	5313	X			Building Permit	150626	$200.00
10/19/2011	Maria Calderon	5314	X			Building Permit	150626	$200.00
10/19/2011	Elba Flores	5315	X			Business Occupy	150626	$50.00
10/21/2011	Rachel Padilla	5316	X			Day Care Inspection	150681	$50.00
10/21/2011	Superior Alarms	5317		X		Fire Alarm Sys. Permit	150681	$100.00
10/26/2011	Cristo Garza	5318	X			Business Occupy	150820	$50.00
10/26/2011	Javier Trevino/Maria Rangel	5319		X		Business Occupy	150820	$50.00
10/26/2011	Gloria Anzaldua	5320		X		Business Occupy	150820	$50.00
10/26/2011	Francisco Cedillo	5321	X			Business Occupy	150820	$50.00
10/26/2011	Rosalinda Garcia	5322		X		Building Permit	150820	$200.00
10/26/2011	Rick Salazar	5323	X			Business Occupy	150820	$50.00
10/26/2011	Norma Flores	5324		X		Business Occupy	150820	$50.00
10/26/2011	Elena Lugo	5325		X		Day Care Inspection	150820	$50.00
10/26/2011	Ana Mendoza	5326	X			Group Hm. Inspection	150820	$50.00
10/31/2011	Cynthia Gonzalez	5327		X		Business Occupy	150970	$50.00
						Page Total		$18,874.75
						Grand Total		$18,874.75

X23

This report has been personally reviewed by me and I certify the above to be true and correct to the best of my knowledge.

Approved by: _____ 11/3/11
Fire Marshal Date

Print Name: Juan Martinez

Prepared by: Yolanda Orozco 11/3/11
Administrative Asst. Date

Print Name: Yolanda Orozco

This report is due in the Office of the County Auditor on or before the fifth (5th) business day after the end of the month.

County Auditor's Form: ARS-FM-001
Revised 10/04

HIDALGO COUNTY AUDITOR'S OFFICE
APPROVED BY: _____
DATE: 11/10/11 11/14/11

AS CORRECTED

X8

XI-a

AI-29889 **10. A.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Funded Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar
Risk Management in the amount of $ $58,567.23 for the period of 11/01-15/2011 and requesting approval of wire transfer.

BACKGROUND

Attachments

INVOICE
BY ORGANIZATION
CERTIFICATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 01:41 PM
Olga Garza	Olga Garza	11/30/2011 02:58 PM
Auditor's Office	Arcilia Duran	12/01/2011 01:54 PM

Form Started By: Flora Vazquez Started On: 11/30/2011 08:56 AM

Final Approval Date: 12/01/2011

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

November 16, 2011

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 88371

Loss Replenishment

Re: Workers Compensation

Losses Paid 11/1-11/15/11 (Check#508443-500589)		58,567.23
TOTAL CURRENT CHARGES		$ 58,567.23
Previous Balance Due		$124,980.27
Payments and Credits		
11/03/11	Payment received - thank you	53,768.86CR
11/15/11	Payment received - thank you	71,211.41CR
	Total Payments and Credits	$124,980.27CR
	Total Balance Due	$ 58,567.23

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 11/1-11/15/11

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Drainage District #1										
					Alternate Organization 1 Total: 1					47.25
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total: 45					4,545.24
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total: 222					53,974.74
					Grand Total: 268					58,567.23

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: November 1-15, 2011 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 58,567.23 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 11/01-15/2011

(Check# 508443-500589)

1). Hidalgo County	$ 53,974.74	
2). Hidalgo County Headstart Program	$ 4,545.24	
3). Community Service Agency	$ -	
4). Drainage District #1	$ 47.25	$ 58,567.23

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of December 06, 2011. .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank
(estimate) $ 91,432.77

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Dora Vasquez — 11/30/2011
Employee Benefits Director — Date

Eric R. Stevens — 11/30/2011
Budget Officer — Date

Commissioner's Court Approval — Date

AI-29852 **10. B.**

CC CONSENT

Meeting Date: 12/06/2011

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to transfer $516,594.74 to the Hidalgo County Claims Bank Account for Blue Cross Blue Shield Insurance Claims paid for period 11/12/2011 to 11/25/2011.

11/12-18/2011	$267,780.13
11/19-25/2011	$248,814.61
TOTAL	$516,594.74

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

11-12-18-2011

11-19-25-2011

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/28/2011 03:02 PM
Olga Garza	Olga Garza	11/30/2011 03:51 PM
Auditor's Office	Arcilia Duran	12/01/2011 01:52 PM

Form Started By: Angelica Tapia Started On: 11/23/2011

Final Approval Date: 12/01/2011

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **11/12/2011 to 11/18/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$186,194.25
0002-0012	HEAD START	$47,060.85
0003-0013	APPRAISAL DISTRICT	$3,568.11
0004-0014	COMMUNITY SERVICE AGENCY	$2,257.25
0005-0015	DRAINAGE DISTRICT NO.1	$24,005.15
0006-0016	RETIREE	$4,878.80
9001-9002	COBRA	($184.28)
	TOTAL	$267,780.13

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **11/19/2011 to 11/25/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$175,321.10
0002-0012	HEAD START	$36,316.10
0003-0013	APPRAISAL DISTRICT	$19,287.72
0004-0014	COMMUNITY SERVICE AGENCY	$2,245.91
0005-0015	DRAINAGE DISTRICT NO.1	$8,052.02
0006-0016	RETIREE	$3,574.28
9001-9002	COBRA	$4,017.48
	TOTAL	$248,814.61

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 11/12/2011 - 11/18/2011 Process Date: 11/18/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 11/12/2011 - 11/18/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$477,749.92	$186,194.25	$38,522.47	$0.00	$147,671.78	2,535
TX433	01	002	HEAD START	$169,885.34	$47,060.85	$6,474.33	$0.00	$40,586.52	623
TX433	01	003	APPRAISAL DISTRICT	$18,924.29	$3,568.11	$679.11	$0.00	$2,889.00	93
TX433	01	004	COMMUNITY SERVICE	$14,354.40	$2,257.25	$672.51	$0.00	$1,584.74	45
TX433	01	005	DRAINAGE DISTRICT	$30,906.66	$24,005.15	$2,231.21	$0.00	$21,773.94	108
TX433	01	006	RETIREES	$15,137.41	$4,878.80	$3,002.72	$0.00	$1,876.08	67
TX433	01	007	COBRA	$5,252.90	($184.28)	($184.28)	$0.00	$0.00	0
			STOPLOSS	($3,508.91)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$732,210.92	$267,780.13	$51,398.07	$0.00	$216,382.06	3,471
			STOPLOSS Total	($3,508.91)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$728,702.01	$267,780.13	$51,398.07	$0.00	$216,382.06	3,471

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 11/19/2011 - 11/25/2011 Process Date: 11/23/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 11/19/2011 - 11/25/2011

Cust Nbr	Sat Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$653,071.02	$175,321.10	$46,002.82	$0.00	$129,318.28	1,588
TX433	01	002	HEAD START	$206,201.44	$36,316.10	$7,378.58	$0.00	$28,937.52	446
TX433	01	003	APPRAISAL DISTRICT	$38,212.01	$19,287.72	$5,199.57	$0.00	$14,088.15	51
TX433	01	004	COMMUNITY SERVICE	$16,600.31	$2,245.91	$699.77	$0.00	$1,546.14	13
TX433	01	005	DRAINAGE DISTRICT	$38,958.68	$8,052.02	$1,212.13	$0.00	$6,839.89	77
TX433	01	006	RETIREES	$18,711.69	$3,574.28	$2,796.26	$0.00	$778.02	38
TX433	01	007	COBRA	$9,270.38	$4,017.48	$271.26	$0.00	$3,746.22	5
			STOPLOSS	($3,508.91)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$981,025.53	$248,814.61	$63,560.39	$0.00	$185,254.22	2,218
			STOPLOSS Total	($3,508.91)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$977,516.62	$248,814.61	$63,560.39	$0.00	$185,254.22	2,218

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **November 12, 2011 thru November 25, 2011.**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$516,594.74.**

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District No.1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 11/12/2011 to 11/25/2011 is $ 516,594.74.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of December 6, 2011.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Head Start Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Ilora Vazquez — Employee Benefits Manager — Date 11/28/2011

Dept. of Budget & Management Budget Officer — Date 11/28/2011

Commissioners' Court Approval — Date

AI-29927 **10. C.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Damaris SanMiguel **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to the Countywide Administration-Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** Countywide G/F

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

BUDGETARY IMPACT:

Funds available as of 11-10-11.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	12/01/2011 01:01 PM
Budget & Management	Merlen P. Munoz	12/01/2011 01:25 PM
Rosalinda Cantu	Rosie Cantu	12/02/2011 02:30 PM
Auditor's Office	Arcilia Duran	12/02/2011 02:32 PM
Purchasing Department	Angela Garcia	12/02/2011 04:27 PM

Form Started By: Ivan Cantu Started On: 11/30/2011

Final Approval Date: 12/02/2011

Hidalgo County

Department of Budget & Management

Salaries Sweep, Obj. 111, 113, 114 & 121
As of Wednesday, November 30, 2011

			Amounts based on BAP Salary Schedule			SAGE	
Account Number	Obj. Code	Department Name	2011 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries Per Year (E*3)	Obj. Available Balance as of 11-30-11	Total Sweep
110041200045001	113	CRIMINAL AUXILIARY COURT	209,799.00	8,069.19	24,207.58	24,361.69	(154.11)
110041200062001	113	JP PCT 1/PL 2	122,155.00	4,698.27	14,094.81	14,226.19	(131.38)
110041200064001	113	JP PCT 2/PL 2	122,155.00	4,698.27	14,094.81	13,976.67	118.14
110041200065001	113	JP PCT 3/PL 1	146,637.00	5,639.88	16,919.65	19,153.04	(2,233.39)
110041200067001	113	JP PCT 4/PL 1	187,367.00	7,206.42	21,619.27	21,743.36	(124.09)
110041200068001	113	JP PCT 4/PL 2	256,347.00	9,859.50	29,578.50	35,192.80	(5,614.30)
110041200080002	113	CRIM DA	4,481,821.00	172,377.73	517,133.19	522,801.87	(5,668.68)
110041200090001	113	DIST CLERK	1,983,774.00	76,299.00	228,897.00	231,443.71	(2,546.71)
110041230085003	113	PUBLIC DEFENDER	460,769.00	17,721.88	53,165.65	60,804.60	(7,638.95)
110041300110006	113	CO JUDGE	676,630.00	26,024.23	78,072.69	86,780.24	(8,707.55)
110041300110006	114	CO JUDGE	35,000.00	1,346.15	4,038.46	18,829.31	(14,790.85)
110041300125001	113	EXECUTIVE OFFICE	449,236.00	17,278.31	51,834.92	52,327.31	(492.39)
110041400130001	113	ELECTIONS DEPT	717,362.00	27,590.85	82,772.54	95,574.70	(12,802.16)
110041400130001	121	ELECTIONS DEPT	70,544.00	2,713.23	8,139.69	34,710.32	(26,570.63)
110041500200001	113	INFORMATION TECHNOLOGY	982,102.00	37,773.15	113,319.46	111,847.82	1,471.64
110041514115001	113	BUDGET & MANAGEMENT	909,072.00	34,964.31	104,892.92	110,338.10	(5,445.18)
110041515140001	113	TAX OFF	3,971,720.00	152,758.46	458,275.38	463,022.78	(4,747.40)
110041516150001	113	CO TREASURER	473,056.00	18,194.46	54,583.38	53,550.64	1,032.74
110041518160001	113	PURCHASING	1,069,945.00	41,151.73	123,455.19	125,393.69	(1,938.50)
110041540180001	113	CO CLERK	1,865,818.00	71,762.23	215,286.69	218,348.78	(3,062.09)
110041540180001	114	CO CLERK	132,950.00	5,113.46	15,340.38	45,898.10	(30,557.72)
110041550190002	113	HUMAN RESOURCES	332,663.00	12,794.73	38,384.19	36,728.55	1,655.64
110041940220001	113	FACILITIES MANAGEMENT	2,640,726.00	101,566.38	304,699.15	312,001.57	(7,302.42)
110041950125003	113	SAFETY	551,370.00	21,206.54	63,619.62	66,296.46	(2,676.84)
110042100080003	113	AUTOPSIES	76,148.00	2,928.77	8,786.31	11,485.96	(2,699.65)
110042100125011	113	TX DPS	168,721.00	6,489.27	19,467.81	21,036.22	(1,568.41)
110042100280001	113	SHERIFF	12,776,877.00	491,418.35	1,474,255.04	1,491,154.73	(16,899.69)

Hidalgo County

Department of Budget & Management

Salaries Sweep, Obj. 111, 113, 114 & 121
As of Wednesday, November 30, 2011

			Amounts based on BAP Salary Schedule			SAGE	
Account Number	Obj. Code	Department Name	2011 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries Per Year (E*3)	Obj. Available Balance as of 11-30-11	Total Sweep
110042100291001	113	CONSTABLE PCT.1	462,607.00	17,792.58	53,377.73	56,556.39	(3,178.66)
110042100292001	113	CONSTABLE PCT.2	273,175.00	10,506.73	31,520.19	34,319.64	(2,799.45)
110042100293001	113	CONSTABLE PCT.3	631,356.00	24,282.92	72,848.77	73,774.24	(925.47)
110042100294001	113	CONSTABLE PCT.4	635,799.00	24,453.81	73,361.42	74,097.62	(736.20)
110042100295001	111	CONSTABLE PCT.5	68,190.00	2,841.25	5,682.50	48,387.74	(42,705.24)
110042100295001	113	CONSTABLE PCT.5	281,472.00	10,825.85	32,477.54	36,057.03	(3,579.49)
110042210300001	113	FIRE MARSHAL	214,349.00	8,244.19	24,732.58	24,571.76	160.82
110042300320034	113	ALTERNATIVE INCARCERATION PRG	146,000.00	5,615.38	16,846.15	23,080.83	(6,234.68)
110042321280002	113	JAIL	13,558,655.00	521,486.73	1,564,460.19	1,584,428.10	(19,967.91)
110043200121001	113	SANITATION PCT.1	538,767.00	20,721.81	62,165.42	64,163.57	(1,998.15)
110043200122001	113	SANITATION PCT.2	635,556.00	24,444.46	73,333.38	71,888.66	1,444.72
110043200123001	113	SANITATION PCT.3	907,868.00	34,918.00	104,754.00	113,368.61	(8,614.61)
110044100340001	113	HEALTH ADM	1,121,462.00	43,133.15	129,399.46	127,931.78	1,467.68
110044100340003	113	HEALTH CLINICS	2,910,933.00	111,958.96	335,876.88	337,242.37	(1,365.49)
110044400240001	113	HUMAN SERVICES	904,942.00	34,805.46	104,416.38	106,180.31	(1,763.93)
110044400360001	113	CHILD WELFARE	80,188.00	3,084.15	9,252.46	9,085.52	166.94
110045200121013	113	PARKS PCT.1	494,646.00	19,024.85	57,074.54	51,309.84	5,764.70
110045200122008	113	PARKS PCT.2	341,558.00	13,136.85	39,410.54	48,781.24	(9,370.70)
110045200123008	113	PARKS PCT.3	424,242.00	16,317.00	48,951.00	49,933.79	(982.79)
110045200124009	113	PARKS PCT.4	265,218.00	10,200.69	30,602.08	30,159.08	443.00
110046600121050	113	PCT 1 CRC	60,427.00	2,324.12	6,972.35	6,752.32	220.03
110046600122018	113	PCT 2 CRC	97,623.00	3,754.73	11,264.19	11,446.83	(182.64)
110046600122018	114	PCT 2 CRC	20,516.00	789.08	2,367.23	20,516.00	(18,148.77)
110046600122082	113	PCT 2 CRC - SOUTH TOWER RD	91,435.00	3,516.73	10,550.19	10,977.92	(427.73)
			61,037,748.00	**2,347,824.25**	**7,040,631.50**	**7,314,040.40**	**(273,408.90)**

1100-415-00-115-002-0-899 Co. Wide Adm.-Contingency **$ 273,408.90**

TOTALS -

Hidalgo County

Department of Budget & Management

Salaries Sweep, Obj. 111, 113, 114 & 121
As of Wednesday, November 30, 2011

			Amounts based on BAP Salary Schedule			SAGE	
Account Number	Obj. Code	Department Name	2011 Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries Per Year (E*3)	Obj. Available Balance as of 11-30-11	Total Sweep

To transfer lapsed salaries (obj. 111, 113, 114 & 121) from various departments to the Co. Wide Administration account.

AI-29661 **10. D.**

CC CONSENT

Meeting Date: 12/06/2011

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to transfer $535,948.58. to the Hidalgo County Claims Bank Account for Blue Cross Blue Shield Insurance Claims paid for period 10/29/2011 to 11/11/2011.

10/29-31/2011	$ 75,026.70
11/01-04/2011	$214,101.26
11/05-11/2011	$246,820.62
TOTAL	$535,948.58

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

10-29-31-2011
11-01-04-2011
11-05-11-2011
Invoices
Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/28/2011 03:01 PM
Olga Garza	Olga Garza	11/30/2011 04:39 PM
Auditor's Office	Arcilia Duran	12/01/2011 01:50 PM

Form Started By: Angelica Tapia Started On: 11/10/2011

Final Approval Date: 12/01/2011

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **10/29/2011 to 10/31/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$52,853.05
0002-0012	HEAD START	$15,633.91
0003-0013	APPRAISAL DISTRICT	$1,221.74
0004-0014	COMMUNITY SERVICE AGENCY	$4,379.43
0005-0015	DRAINAGE DISTRICT NO.1	$250.14
0006-0016	RETIREE	$471.63
9001-9002	COBRA	$216.80
	TOTAL	$75,026.70

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **11/01/2011 to 11/04/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$131,453.72
0002-0012	HEAD START	$64,426.28
0003-0013	APPRAISAL DISTRICT	$5,967.20
0004-0014	COMMUNITY SERVICE AGENCY	$1,554.68
0005-0015	DRAINAGE DISTRICT NO.1	$4,171.27
0006-0016	RETIREE	$3,976.08
9001-9002	COBRA	$2,552.03
	TOTAL	$214,101.26

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **11/05/2011 to 11/11/2011**

SECTION		
0001-0011	HIDALGO COUNTY	$160,101.95
0002-0012	HEAD START	$58,398.21
0003-0013	APPRAISAL DISTRICT	$9,388.98
0004-0014	COMMUNITY SERVICE AGENCY	$10,542.47
0005-0015	DRAINAGE DISTRICT NO.1	$2,730.24
0006-0016	RETIREE	$6,282.53
9001-9002	COBRA	$2,885.15
	STOP LOSS	($3,508.91)
	TOTAL	$246,820.62

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 10/29/2011 - 11/04/2011 Process Date: 11/04/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 10/29/2011 - 10/31/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$1,012,245.66	$52,853.05	$0.00	$0.00	$52,853.05	550
TX433	01	002	HEAD START	$286,230.13	$15,633.91	$0.00	$0.00	$15,633.91	136
TX433	01	003	APPRAISAL DISTRICT	$33,856.68	$1,221.74	$0.00	$0.00	$1,221.74	22
TX433	01	004	COMMUNITY SERVICE	$19,002.27	$4,379.43	$0.00	$0.00	$4,379.43	28
TX433	01	005	DRAINAGE DISTRICT	$33,745.63	$250.14	$0.00	$0.00	$250.14	14
TX433	01	006	RETIREES	$73,878.02	$471.63	$0.00	$0.00	$471.63	24
TX433	01	007	COBRA	$36,616.39	$216.80	$0.00	$0.00	$216.80	2
			STOPLOSS	($69,519.28)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,495,574.78	$75,026.70	$0.00	$0.00	$75,026.70	776
			STOPLOSS Total	($69,519.28)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,426,055.50	$75,026.70	$0.00	$0.00	$75,026.70	776

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 10/29/2011 - 11/04/2011 Process Date: 11/04/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 11/01/2011 - 11/04/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$131,453.72	$131,453.72	$34,890.80	$0.00	$96,562.92	1,520
TX433	01	002	HEAD START	$64,426.28	$64,426.28	$8,639.35	$0.00	$55,786.93	420
TX433	01	003	APPRAISAL DISTRICT	$5,967.20	$5,967.20	$1,984.84	$0.00	$3,982.36	77
TX433	01	004	COMMUNITY SERVICE	$1,554.68	$1,554.68	$1,023.57	$0.00	$531.11	25
TX433	01	005	DRAINAGE DISTRICT	$4,171.27	$4,171.27	$1,615.24	$0.00	$2,556.03	55
TX433	01	006	RETIREES	$3,976.08	$3,976.08	$1,357.33	$0.00	$2,618.75	50
TX433	01	007	COBRA	$2,552.03	$2,552.03	$212.89	$0.00	$2,339.14	15
			Customer Total Claims	$214,101.26	$214,101.26	$49,724.02	$0.00	$164,377.24	2,162
			Customer Grand Total	$214,101.26	$214,101.26	$49,724.02	$0.00	$164,377.24	2,162

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 11/05/2011 - 11/11/2011 Process Date: 11/11/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 11/05/2011 - 11/11/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$291,555.67	$160,101.95	$46,817.56	$0.00	$113,284.39	2,020
TX433	01	002	HEAD START	$122,824.49	$58,398.21	$25,234.40	$0.00	$33,163.81	523
TX433	01	003	APPRAISAL DISTRICT	$15,356.18	$9,388.98	$2,418.70	$0.00	$6,970.28	132
TX433	01	004	COMMUNITY SERVICE	$12,097.15	$10,542.47	$289.56	$0.00	$10,252.91	32
TX433	01	005	DRAINAGE DISTRICT	$6,901.51	$2,730.24	$989.48	$0.00	$1,740.76	62
TX433	01	006	RETIREES	$10,258.61	$6,282.53	$2,018.11	$0.00	$4,264.42	61
TX433	01	007	COBRA	$5,437.18	$2,885.15	$1,855.84	$0.00	$1,029.31	18
			STOPLOSS	($3,508.91)	($3,508.91)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$464,430.79	$250,329.53	$79,623.65	$0.00	$170,705.88	2,848
			STOPLOSS Total	($3,508.91)	($3,508.91)	$0.00	$0.00	$0.00	0
			Customer Grand Total	$460,921.88	$246,820.62	$79,623.65	$0.00	$170,705.88	2,848

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **October 29, 2011 thru November 11, 2011.**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$535,948.58.**

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District No.1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 10/29/2011 to 11/11/2011 is $ 535,948.58.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of December 6, 2011.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Head Start Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flora Vazquez — 11/23/2011
Employee Benefits Manager — Date

[signature] — 11/23/2011
Dept. of Budget & Management Budget Officer — Date

Commissioners' Court Approval — Date

AI-29882 **11. A.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice, draft service contract, etc.,) as attached herto for: Hidalgo County Precinct 1 "Hauling Services For All Road Materials" RFB No. 2012-018-01-04-YZV.

BACKGROUND

Proposed Schedule of Events:

1st Advertisement: December 10, 2011
2nd Advertisement: December 17, 2011

Bid Opening: January 04, 2012

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-346
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 12-2-11

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 12-2-11

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-121-085-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 12-2-11

Attachments

draft contract
Dept. Memo of Approval-Legal Notice-Specifications and Draft Contract

Form Review

Inbox	Reviewed By	Date

Budget & Management	Merlen P. Munoz	11/30/2011 11:40 AM
Ivan Cantu	Ivan Cantu	12/02/2011 11:01 AM
Auditor's Office	Arcilia Duran	12/02/2011 03:12 PM
Martha Salazar	Angela Garcia	12/02/2011 04:27 PM

Form Started By: Yolanda Velasquez Started On: 11/29/2011 04:26 PM

Final Approval Date: 12/02/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this ____ **D**ay of_____**, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials** for **Precinct No.1",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

DRAFT

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 29, 2012** and ending on **April 28, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional 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, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

DRAFT

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

DRAFT

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

DRAFT

written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

DRAFT

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

DRAFT

EXHIBIT “B”
VENDOR’S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Honorable Joel Quintanilla
H.C. Commissioner Pct. 1
Attn: Noe Montez

From: Yolanda Velasquez, Buyer II
Purchasing Dept.

Date: November 4, 2011

Re: **RFB No. 2012-018-00-00-YZV "HAULING SERVICES FOR ALL ROAD MATERIALS "**

Please review the attached **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: Yes ✓ No_____ Other specify _____

BUDGET ACCOUNT №: 1-1200-431-00-121-005-0-346 / 1-1342-431-00-121-041-0-731 / 1-1342-431-00-121-035-0-731

	Noe Montez	11-23-11
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, NOVEMBER 16, 2011 by 3:00P.M.

ENCLOSURES

Please ADD La Joya Plant
For Frontera Hot Mix.
Noe

Bid No: 2012-018-01-04	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT 1

"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID OPENING DATE

JANUARY 04, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **Hidalgo County Precinct 1 –HAULING SERVICES FOR ALL ROAD MATERIALS** 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-2012-018-01-04-YZV "HAULING SERVICES FOR ALL ROAD MATERIALS"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 04, 2012. 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-2012-018-01-04-YZV-RFB-"HAULING SERVICES FOR ALL ROAD MATERIALS-HIDALGO COUNTY PRECINCT 1".** 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 - **"HAULING SERVICES FOR ALL ROAD MATERIAL-HIDALGO COUNTY PRECINCT 1"** 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
TEL: (956) 968-8733

17. Schedule of Events

Bid Opening, 9:30 AM	**JANUARY 04, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

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. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  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 awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to 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

"HAULING SERVICES FOR ALL ROAD MATERIALS HIDALGO COUNTY PRECINCT 1"

BID NO.: 2012-018-01-04-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2012-018-01-04-YZV
SPECIFICATIONS/REQUIREMENTS

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 1 - and will be awarded on a per ton basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an **"As Needed Basis"** by the precinct.

1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

   Location of current pits and plants are as follows:

   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso and La Joya Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso and La Joya Plant)
   - **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.

2) Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

3) **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**

4) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit-"E".

5) Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

6) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project.

Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.

7) The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** 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 that subcontractor has obtained the required insurance.

8) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.

9) 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.

10) After bid is awarded and lowest 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.

11) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

12) Term of Contract shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an **"As Needed Basis".**

13) 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.

14) 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.

15) **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.

16) **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, Attn: Yolanda Velasquez, 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 yolanda.velasquez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, December 21, 2011 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than WEDNESDAY, December 28, 2011 BY 5:00 P.M.**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this ____ **D**ay of_____, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials** for **Precinct No.1",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

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otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 29, 2012** and ending on **April 28, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional 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, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

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and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

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11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

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written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

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EXHIBIT "B"
VENDOR'S BID

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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AI-29948 **11. B.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of the following invoices as submitted by TEDSI Infrastructure Group for professional Engineering Services in connection with the "Hidalgo County Design and Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain Ditch" Project under Contract #C-10-062-02-16-PO#636565 amid Work Authorization No. 1 as follows:

1. Invoice #2011520-February 1, 2011 to February 28, 2011 in the amount of $33,070.00.

2. Invoice #2011558-March 1, 2011 to March 31, 2011 in the amount of $33,070.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1341-431-50-115-079-0-711

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

BUDGETARY IMPACT:

Amount available through PO#636565 in the amount of $7,500.00 as of 12/2/11 for TEDSI Infrastructure Group, Inc.

FISCAL YEAR: 2011 ACCT. #: 1-341-431-50-115-079-0-733

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

BUDGETARY IMPACT:

Amount available through PO#636565 in the amount of $111,140.00 as of 12/2/11 for TEDSI Infrastructure Group, Inc.

Attachments

Invoice #2011520

Invoice #2011558

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/02/2011 11:16 AM
Budget & Management	Merlen P. Munoz	12/02/2011 11:28 AM
Erika Zamora	Erika Zamora	12/02/2011 04:24 PM
Auditor's Office	Angela Garcia	12/02/2011 04:27 PM

Form Started By: Vangie Garcia Started On: 11/30/2011 05:11 PM

Final Approval Date: 12/02/2011

TEDSI INFRASTRUCTURE GROUP
TEDSI
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

March 23, 2011
Project No: 2010-1052-01
Invoice No: 2011520

Mr. Godfrey Garza, Jr., CFM
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.,
Edinburg, TX 78539

Project 2010-1052-01 HCMDS Phase II - J-09 Lateral Drain Ditch
cc: Commissioner Oscar L. Garza, Jr.

Design and Right of Way Mapping of HCMDS Phase II - J-09 Lateral Drain Ditch
Work Authorization No. 1 - P. O. No. 636565

Professional Services from February 1, 2011 to February 28, 2011

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineering Services	661,400.00	95.00	628,330.00	595,260.00	33,070.00
Basic Topography Services	188,000.00	100.00	188,000.00	188,000.00	0.00
Control Points and Benchmarks	75,000.00	90.00	67,500.00	67,500.00	0.00
ROW Parcels Donated	87,500.00	84.00	73,500.00	73,500.00	0.00
ROW Parcels Purchased	75,000.00	100.00	75,000.00	75,000.00	0.00
Total Fee	1,086,900.00		1,032,330.00	999,260.00	33,070.00
		Total Fee			**33,070.00**

Billing Summary	Current	Prior	To-Date
Total Billings	33,070.00	999,260.00	1,032,330.00
Total Fee			1,086,900.00
Remaining Fee			54,570.00
		Total this Invoice	**$33,070.00**

Outstanding Invoices

Number	Date	Balance	
2010456	1/19/11	130,320.00	PAID
2011488	2/23/11	33,070.00	PAID

Project	2010-1052-01	HCMDS Phase II - J-09 Lateral Drain Ditch	Invoice 2011520
	Total	**163,390.00**	
		Total Now Due	**$196,460.00**

Authorized  Date: 3·23·11

Mark Lupher , P.E.

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

April 21, 2011
Project No: 2010-1052-01
Invoice No: 2011558

Mr. Godfrey Garza, Jr., CFM
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd.,
Edinburg, TX 78539

Project 2010-1052-01 HCMDS Phase II - J-09 Lateral Drain Ditch

cc: Commissioner Joseph Palacios

Design and Right of Way Mapping of HCMDS Phase II - J-09 Lateral Drain Ditch
Work Authorization No. 1 - P. O. No. 636565

Professional Services from March 1, 2011 to March 31, 2011

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Engineering Services	661,400.00	100.00	661,400.00	628,330.00	33,070.00
Basic Topography Services	188,000.00	100.00	188,000.00	188,000.00	0.00
Control Points and Benchmarks	75,000.00	90.00	67,500.00	67,500.00	0.00
ROW Parcels Donated	73,500.00	100.00	73,500.00	73,500.00	0.00
ROW Parcels Purchased	150,000.00	50.00	75,000.00	75,000.00	0.00
Total Fee	1,147,900.00		1,065,400.00	1,032,330.00	33,070.00
		Total Fee			**33,070.00**

Billing Summary	Current	Prior	To-Date
Total Billings	33,070.00	1,032,330.00	1,065,400.00
Total Fee			1,147,900.00
Remaining Fee			82,500.00

Total this Invoice **$33,070.00**

Outstanding Invoices

Number	Date	Balance
2011488	2/23/11	33,070.00
2011520	3/23/11	33,070.00
Total		**66,140.00**

PAID

INVOICED BEING PLACED ON AGENDA FOR APPROVAL OF PAYMENT PROCESS

Total Now Due **$99,210.00**

Authorized: Mark W. Lupher
Mark W. Lupher, P.E. RPLS

Date: 4-21-11

AI-29944 **11. C.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to enter into a 12-month client support and software update service agreement with Tyler Technologies, Inc. in the total amount of $79,438.00 effective: 01/01/2012 - 12/31/2012

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

2012 Adopted Budget $300,000.00.

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 10:43 AM
Budget & Management	Merlen P. Munoz	12/01/2011 10:48 AM
Erika Zamora	Erika Zamora	12/02/2011 02:38 PM
Auditor's Office	Angela Garcia	12/02/2011 04:27 PM

Form Started By: Rocio Villarreal Started On: 11/30/2011 04:34 PM

Final Approval Date: 12/02/2011

Client Support and Software Update Services Agreement

Client Installation Location:
Hidalgo County Courthouse
Edinburg, Texas

Commencement Date: 1/1/2012
System Administrator: Renan Ramirez
Phone Number: (956) 318- 2151

Tyler Technologies, Inc. ("Tyler") agrees to provide and **Hidalgo County, Texas** ("Client") agrees to accept Client Support and Software Update Services on the item(s) listed below, at the annual charge indicated. The terms and conditions of this Agreement are set forth on the face hereof and in the Terms and Conditions appearing on the reverse side of this agreement.

Software Product Description	Annual Charge
Criminal Case Management — County-wide	$11,924
Court Administration – County-wide	$7,576
Sheriff	$11,924
CID	$1,258
CJIS – County-wide	$1,387
CJIS – EDR	$2,902
Justice of the Peace with Electronic Conviction Reporting	$11,590
Word Merge	$505
Mugshots	$1,468
Prosecutor	$4,164
Server & Systems Support (Hardware)	$1,233
Child Support	$7,841
Hot Checks	$3,638
Civil Case Management	$12,028

This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office. CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.	**Total Annual Charge**	**$ 79,438**

Client	**Tyler Technologies, Inc.**
Contact Name (Print)	Contact Name (Print)
Title/Position	Title/Position
Authorized Signature	Authorized Signature
Date	Date

Terms and Conditions

1. Definitions
(a) Equipment. The computer hardware, including the central processing unit on which Software is installed, and any other Tyler supplied peripheral equipment at the location of software installation.

(b) Software. Any Software product licensed to Client by Tyler under a separate agreement for which Tyler offers its Client Software Update and Client Support services, which Software is identified in writing on the face of this document. Software may include machine readable code (object code) written in any language on any media, source code of listing, and any improvements, modifications, enhancements, changes or updates to such code or listings provided to Client by Tyler.

(c) System. The Equipment and the Software that are defined in 1(a) and 1(b) above.

2. Term
(a)This Agreement is effective from the Commencement Date and shall continue for an initial term of six months. After the initial term, this Agreement shall remain in force until terminated by either party for any or all the products listed on the face of this agreement upon ninety days (90) prior written notice to the other party.

3. Eligibility for Service Agreement
(a) Software is eligible for inclusion under this Agreement immediately upon Tyler's installation of Software, expiration of Tyler's Software warranty, or expiration of an existing Tyler Software Update and Client Support Service Agreement.

(b) Service under this Agreement is contingent upon:

(1) The Software being unmodified and properly maintained at the latest Tyler revision.

(2) The System containing at least the minimum hardware configuration and prerequisite software as specified by Tyler.

(3) All Software being covered by Software warranty or by this Agreement, if such coverage is available. Software licensed after the Commencement Date of this Agreement may be subject to additional charge(s) for coverage under this Agreement.

4. Service Responsibilities of Tyler
For the charges stated herein, Tyler shall provide the following Software Update and Client Support services:

(a) Software updates and enhancements to the covered Software made generally available by Tyler to its Clients during the term of this Agreement shall be provided as product releases on Tyler's standard media. Software updates and enhancements include:

(1) Program modifications required due to legislative changes.

(2) Program changes required to use Tyler's standard forms.

(3) Fixes to reported software problems.

(4) General enhancements to covered Software, which Tyler deems to be included in the standard system.

(b) Improvements and revisions to reference manuals or documentation made generally available by Tyler to its Clients during the term of this agreement.

(c) Remote diagnostics of problems with covered Software.

(d) Periodic review of outstanding enhancement requests and bug reports.

(e) Telephone assistance, telephone number(s) will be provided to the Client. Contact to enable communication with a Tyler Specialist during the hours of 8:30 AM to 5:00 PM. local Dallas, Texas time, Monday through Friday, exclusive of Tyler holidays. Tyler will use reasonable efforts to respond to the Client Contact call within four working hours assisting with:

(1) Identifying, verifying, and resolving problems in the Software.

(2) Identifying and verifying problems with the Equipment used in connection with the Software.

(3) Installation of Software releases.

5. Services Not Included
(a) No on-site Software Updates or Client Support services are included under this Agreement. Any on-site service requested by the Client or required due to software changes, operating system upgrades, training, or other assistance will be provided at Tyler's per-call rates and terms then in effect.

(b) Services not covered by this Agreement include, but are not limited to, failure of Equipment, failure of non-Tyler supplied software, failure of Software caused by non-Tyler provided hardware, failure of Software due to Equipment operation, catastrophe, fault, or negligence of Client, operation error, improper use or misuse of the System or any part thereof, or any other causes beyond the control of Tyler and occurring without the fault or negligence of Tyler.

6. Responsibilities of Client
(a) Client agrees to appoint a System Administrator to be responsible for the overall operation of the System and individual Product Administrator(s) to be responsible for the operation of each product identified on the face of this agreement to function as the primary contact between Client and Tyler.

(b) Client acknowledges all Software changes, improvements, enhancements or updates (and each of them) provided by Tyler are subject to the same License Agreement under which Client obtained a license to the Software, including all terms and conditions thereof, and Client agrees to abide by such License Agreement.

(c) Client agrees to maintain the Software to the latest revision level.

(d) Client agrees to provide adequate training to its employees and further agrees to assign to the use of the system only those employees who have received adequate training.

(e) Client agrees to allow remote access by Tyler for purposes of software support including VPN access.

7. Charges
(a) Charges will be invoiced annually in advance and will be payable on the first day of the service period for which the Tyler invoice is rendered.

(b) Charges for the preparation of each release will be invoiced at such time as the release is prepared at Tyler's then current release charge.

(c) Charges do not include any tax or other governmental impositions including, without limitation, sales and use tax. All such cost, if any, shall be invoiced separately to client, and client shall pay the same.

8. Limitation of Liability and Warranty
(a) Tyler's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the total charges paid or payable during one (1) year under this Agreement.

(b) No action arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, may be brought or instituted by either party more than two (2) years after the cause of action accrues.

(c) In no event shall Tyler be liable to Client for (i) indirect, remote, incidental, special, exemplary, punitive or consequential damages, (ii) damages due to causes beyond the reasonable control of Tyler or (iii) damages resulting from loss of use of the System or any part thereof, loss or damage to Client source data, loss of revenue or destruction, or loss of materials provided to Tyler by client.

(d) THE RIGHTS AND REMEDIES OF CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS AVAILABLE AT LAW OR IN EQUITY. Tyler DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR INTENDED PURPOSE.

9. General
(a) Client recognizes that Tyler invests considerable time and expenses in training Tyler employees. Should Client directly or indirectly contract with or hire any Tyler employee, Client shall immediately pay to Tyler four (4) months salary for each employee hired or contracted with and Tyler shall be entitled to any other modification or amendment to this agreement as shall be equitable under the circumstances.

(b) If either party neglects, fails or refuses to perform any of its obligations under this Agreement, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to discontinue performance and the right to terminate this Agreement.

(c) This Agreement supersedes all prior Software Update and Client Support service agreements and understandings between the parties with respect to any services covered by this Agreement, and may not be changed except by written instrument signed by both parties unless specifically permitted herein to the contrary and may not be terminated except by written notice.

(d) It is expressly understood and agreed that if either party, on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on another occasion.

(e) Performance of this Agreement and payment of charges hereunder shall take place at Tyler's facility at the address set forth below.

(f) This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas.

10. Entirety of Agreement and Amendments.
(a)This Service Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof which predate this Service Agreement.

(b)This Service Agreement may only be amended, modified or changed by written instrument signed by both parties hereto.

AI-29930 **11. D.**

CC CONSENT

Meeting Date: 12/06/2011

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 provided in the contracts under the same rates, terms and conditions for the following:

1. C-10-276-12-30-Hauling Services for Crushed Caliche for Hidalgo County Pct 3 with Roy's Hauling Services, Inc.;
2. C-10-262-11-22-Loading and Hauling Of Dirt for Hidalgo County Pct 2 with Universal Truckers, Inc.;
3. C-10-262A-11-22-Loading and Hauling of Dirt for Hidalgo County Pct 2 with Roy's Hauling Services, Inc.;
4. C-10-244-12-14-Garbage Collection at Los Ebanos Pavilion for Hidalgo County Pct 3 with BFI Waste Services dba Allied
Waste Services of Rio Grande.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-346/673

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

BUDGETARY IMPACT:

Object code 346- Available funds as of 12/2/11 $3,804.44
Object code 673- Available funds as of 12/2/11 $11,955.45
Pct 2-Hauling of Dirt

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-346

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

BUDGETARY IMPACT:

Object Code 346- Available funds as of 12/2/11 $131.56

Pct 3-Hauling Services for Caliche

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-123-008-0-421

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

BUDGETARY IMPACT:

Object Code 421- Available funds as of 12/2/11 $180.00.

Pct 3-Garbage Collection at Los Ebanos Pavilion

Attachments

Roys Hauling Extension-Pct 3
Roy's Hauling Extension-Pct 2
Universal Truckers Extension-Pct 2
BFI Waste Service Extension-Pct 3
vendor signatures

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 10:37 AM
Budget & Management	Merlen P. Munoz	12/01/2011 10:39 AM
Erika Zamora	Erika Zamora	12/02/2011 02:11 PM
Auditor's Office	Arcilia Duran	12/02/2011 03:08 PM
Dina Trevino	Merlen P. Munoz	12/02/2011 03:45 PM
Erika Zamora	Angela Garcia	12/02/2011 04:27 PM

Form Started By: Rocio Villarreal Started On: 11/30/2011 02:34 PM

Final Approval Date: 12/02/2011

PURCHASING DEPARTMENT
County Of Hidalgo

November 29, 2011

Roy's Hauling Service, Inc.
Roy Balderas, Jr., Vice President
PO Box 1896
Edinburg, TX 78540

CERTIFIED MAIL
7099 3220 0002 9745 6517
Via E-mail: royshaulinginc@aol.com
Via Facsimile: (956) 383-2569

Re: Extension of Agreement No. C-10-276-12-30-Hauling Services for Crushed Caliche for Pct 3

Dear Mr. Balderas:

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. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 6, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, December 1, 2011,via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: 11-29-2011

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

DoNotReply@deltains.com
RBALDE1008@AOL.COM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
956-630-3081 956-630-2361
VALMOR INSURANCE AGENCY, INC.
1303 N 10TH ST

MCALLEN, TX 78501

CONTACT NAME: VALMOR INSURANCE AGENCY, INC.
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No): 956-630-2361
E-MAIL ADDRESS: marilu52010@hotmail.com

INSURED
ROY' HAULING SERVICE, INC.
P O BOX 1896

EDINBURG, TX 78540

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : ATLANTIC CASUALTY CO
INSURER B : UNITRIN COUNTY MUTUAL INS
INSURER C : TEXAS MUTUAL INS. CO.
INSURER D :
INSURER E :
INSURER F :

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS			FCINCCV2300075	08/20/2011	08/20/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,010
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below — Y/N: Y	N/A		20110719	07/19/2011	07/19/2012	☑ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
COUNTY OF HIDALGO
2802 S BUSINESS 281
EDINBURG, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marilu Guerra

ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 956-630-3081 956-630-2361 VALMOR INSURANCE AGENCY, INC. 1303 N 10TH ST MCALLEN, TX 78501	CONTACT NAME: VALMOR INSURANCE AGENCY, INC. PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No): 956-630-2361 E-MAIL ADDRESS: marilu52010@hotmail.com
INSURED ROY' HAULING SERVICE, INC. P O BOX 1896 EDINBURG, TX 78540	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ATLANTIC CASUALTY CO INSURER B: UNITRIN COUNTY MUTUAL INS INSURER C: TEXAS MUTUAL INS. CO INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC			L086025635	02/24/2011	02/24/2012	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 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS			FCNCCV2300075	08/20/2010	08/20/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $ $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001214204	07/19/2010	07/19/2011	✓ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-276-12-30

THIS CONTRACT is made and entered into this **30th** day of **December, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Roy's Hauling Service, Inc., a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services for Crushed Caliche"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 3**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **December 31, 2010** and ending on **December 30, 2011** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge

1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company: **Roy's Hauling Service, Inc.**
Attn: Roy Balderas Jr., Vice-President
PO Box 1896
Edinburg, TX 78540

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 30th day of December, 2010.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 12/30/2010

ROY'S HUALING SERVICE, INC.

By: _____
Printed Name: Roy Balderas Jr
Title: Vice Pres

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

November 15, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 3**
Request for Bids -**"HAULING SERVICES FOR CRUSHED CALICHE"**
Bid No: 2010-276-12-01-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY PRECINCT NO 3
"HAULING SERVICES FOR CRUSHED CALICHE"
Bid No: 2010-276-12-01-SMA

1. **Request for Bid, Letter consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of __8__ pages.**
   (Page 8 must be submitted with bid)

3. **Exhibit "A" Specifications, consisting of __3__ pages.**

4. **Exhibit "B" Bid Page, consisting of __2__ pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.**
   (Copy of receipt and this form must be submitted with bid)

7. **Exhibit "E "-List, consists of __1__ page.**
   (Must be submitted with bid)

8. **Vendor/Bidder Application and W-9 form consisting of __6__ pages.**
   (Must be submitted with bid)

9. **Certification Regarding Debarment __1__ pages.**
   (Must be submitted with bid)

10. **Draft Service Contract consisting of __9__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar
Martha L. Salazar, CPPB
Purchasing Agent

November 15, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

REQUEST FOR BID

HIDALGO COUNTY PRECINCT NO. 3

"Hauling Services for Crushed Caliche"

BID No. 2010-276-12-01-SMA

Bid No:2010-276-12-01-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865

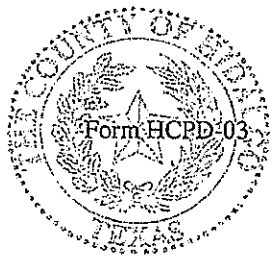
REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3
"HAULING SERVICES FOR CRUSHED CALICHE"

BID OPENING DATE: DECEMBER 01, 2010 @9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626



1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3 – HAULING SERVICES FOR CRUSHED CALICHE"** 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 and or/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. 2010-276-12-01-SMA HIDALGO COUNTY PRECINCT NO. 3- HAULING SERVICES FOR CRUSHED CALICHE"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, DECEMBER 01, 2010**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2010-276-12-01-SMA- HIDALGO COUNTY PRECINCT NO. 3 - HAULING SERVICES FOR CRUSHED CALICHE".

   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 PRECINCT NO. 3-HAULING SERVICES FOR CRUSHED CALICHE"** 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 PRECINCT NO. 3
(Administration Office)
724 N. Breyfogle Rd.
Mission, TX 78574
Contact: Norma Ceballos
956-585-4509

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**DECEMBER 01,2010**
Award of Contract	2010
Commence Work or Deliver Products	2010

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT(if applicable) :

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, 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 to 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 PRECINCT NO. 3
"HAULING SERVICES for CRUSHED CALICHE"

To: Martha L. Salazar, CPPB, Purchasing Agent
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: _____

(THIS PAGE MUST BE SUMITTED WITH BID)

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS
Hidalgo County Precinct No. 3
"Hauling Services for Crushed Caliche"
Bid No.: 2010-276-12-01-SMA

SCOPE OF SERVICES:

It is intended that all HAULING OF CRUSHED CALICHE will be within Hidalgo County Precinct No. 3 area and will be awarded on a **per ton basis**. The contract shall be for a period of one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract. 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 new contract term. Hauling services will be requested on an **as needed basis** by the precinct.

1. Crushed Caliche will be hauled from vendor pit that are currently holding the contract; however vendor(s)may change due to contract expiration during the term of this bid.

   Location of current pit and plant is the following:

   - FRONTERA MATERIALS- REAVIS PIT - 13665 FM 2221, La Joya, Texas

2. The requirements services contract will encompass all project-related hauling crushed caliche for Hidalgo County Precinct 3 including, but not limited to, the following:

3. Bid price must be on a **per ton basis.**

4. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

5. The contract shall be for a period of one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract. 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 new contract term.

6. Hauling of crushed caliche will be done by Precinct # 3 forces along with awarded vendor, when required.

7. Hidalgo County Precinct No. 3- Requires a minimum of **6 hauling trailers** that will be **available** on daily basis for this bid project to please note the make, year, model and capacity of your hauling trucks on attached **Exhibit "E"**.

8. Hidalgo County Precinct No. 3 - Requires the minimum of five (5) vendor owned trucks (proof of ownership (title) shall be furnished with bid) to be available on a daily basis.

9. The Bidder awarded the contract shall not engage the services of a subcontract 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 (See Exhibit "C).

10. **INSURANCE CERTIFICATES (refer to EXHIBIT "C")** must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded vendor.

11. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered of (c) terminated by County with thirty days written notice prior to cancellation.

12. All costs expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed on to Hidalgo County.

13. Hidalgo County has the authority to utilize cooperative purchasing participation and/or State Contracts whenever it is in the County's best interest to do so.

14. **BID PAGE** – Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

15. Vendors submitting bid must possess all applicable permits and licenses required for the hauling of crushed caliche.

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.

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, at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday, November 22, 2010 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. Wednesday, November 24, 2010.

EXHIBIT "B"

BID PAGE
Hidalgo County Precinct No. 3
"HAULING SERVICES FOR CRUSHED CALICHE"
Bid No. 2010-276-12-01-SMA

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications/requirements.

SAMPLE:		**$ 3.00**	**25%**	**.75**
Location of Plant/Material	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
FRONTERA MATERIALS-***CRUSHED CALICHE*** 13665 FM 2221, LA JOYA, TEXAS	**REAVIS PIT**	$	%	$

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 3

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 3 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for November 12, 2010. For each 10% ease) in the OPIS Index of May 21, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 3 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 3 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension.

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

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 PAGE MUST BE SUBMITTED WITH BID)

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

(Copy of receipt and this form must be submitted with bid)

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 3
"HAULING SERVICES FOR CRUSHED CALICHE"
BID NO.: 2010-276-12-01-SMA

Hidalgo County Precinct No.3 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR BID

HIDALGO COUNTY PRECINCT NO. 3

"Hauling Services for Crushed Caliche"

BID No. 2010-276-12-01-SMA

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.:

(THIS PAGE MUST BE SUBMITTED WITH BID)

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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

REQUEST FOR BID

HIDALGO COUNTY PRECINCT NO. 3

"Hauling Services for Crushed Caliche"

BID No. 2010-276-12-01-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 3

"HAULING SERVICES FOR CRUSHED CALICHE"

Bid No. 2010-276-12-01-SMA

PART- I

Award will be based on the *lowest bid per ton* meeting all required specifications/requirements.

SAMPLE:		$ 3.00	25%	.75
Location of Plant/Material	NAME OF PIT	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current / Base Fuel Cost
FRONTERA MATERIALS-*CRUSHED CALICHE* 13665 FM 2221, LA JOYA, TEXAS	REAVIS PIT	$5.45	75 %	$ 4.09

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 3

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 3 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for November 12, 2010. For each 10% case) in the OPIS Index of May 21, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 andS 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 3 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 3 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension

OPENED
9:50
12-01-10
Witnessed

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: Roy's Hauling Service, Inc.

ADDRESS: P.O. Box 1896

CITY/STATE/ZIP CODE: Edinburg, TX 78540

PHONE NUMBER/: 956.383.2206

CELLULAR NUMBER:

FAX NUMBER: 956.383.2569

AUTHORIZED SIGNATURE: Roy Balderas

EMAIL ADDRESS: royshaulinginc@aol.com

PRINTED NAME: Roy Balderas Jr.

TITLE: Vice-President

DATE: 11-30-2010

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 01/07/2011

PRODUCER ValMor Insurance Agency
1303 Nor 10th
Suite 1
McAllen TX 78501

INSURED ROY'S H JLING SERVICE INC.
P. O. BO. 1896
EDINBU 3 TX 78540

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

INSURERS AFFORDING COVERAGE

INSURER A: ATLANTIC CASUALTY
INSURER B: Unitrin County Mutual Ins. Co.
INSURER C: TEXAS MUTUAL INS. CO.
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSUR CE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	L086800023	02/24/2010	02/24/2011	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GEN L LIABILITY				FIRE DAMAGE (Any one fire)	$ 100,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMI PPLIES PER:				GENERAL AGGREGATE	$ 1,000,000
	X POLICY PRO JECT LOC				PRODUCTS - COMP/OP AGG	$ 1,000,000
B	AUTOMOBILE LIABILITY	FCNCCV2300075	08/20/2010	08/20/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,010
	ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS					
	X NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
	DEDUCTIBLE					$
	RETENTION $					$
C	WORKERS COMPENSATI AND EMPLOYERS' LIABILITY	0001214204	07/19/2010	07/19/2011	X WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$ 100,000
					E.L. DISEASE - EA EMPLOYEE	$ 100,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS CATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

2004 INTL#7193, 2) INTL#7950, 2000 INTL#7946, 1999 INTL#6851, 1998 INTL#4857,
2000 PETE#3207, 2 0 PETE#3173, 2000 MACK#1349, 1999 MACK#1180

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

COUNTY OF HIDALGO
2802 S BUSI SS 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Maribel Guerra

ACORD 25-S (7/97)

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EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 3
"HAULING SERVICES FOR CRUSHED CALICHE"
BID NO.: 2010-276-12-01-SMA

Hidalgo County Precinct No.3 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
	2004 Intl.	3HSCNAPR34N017193	2RH 892	22-24	Owned
	2000 Intl.	2HSFTAER04C037950	2RH 900	22-24	owned
	2000 Intl.	2HSFTAER94C037946	2RH 899	22-24	Owned
	1999 Intl.	2HSFHAEROXC066851	2RH 893	22-24	Owned
	1998 Intl.	2HSFHAER3WC044857	2RH 896	22-24	Owned
	2000 Peterbilt	1XPCDU9X7Y0483207	2RH 898	22-24	Owned
	2000 Peterbilt	1XPCDU9X5YD483173	2RH 897	22-24	Owned
	2000 Mack	1M1AA13Y2YW131349	2RH 895	22-24	Owned
	1999 Mack	1M1AA12Y9XW111180	2RH 894	22-24	Owned

Decemebr 30, 2010

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
December 30, 2010
9:45 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** Flores out
2. **Pledge of Allegiance**
3. **Prayer** Comm. Quintanilla
4. **Approval of Consent Agenda** All Approved
5. **Open Forum** Ken Jones, Diana Serna, Christmas Bikes, Virgina Jury cards
6. 10:08 am **Closed Session:**
   Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:
   - **A.** Real Estate Acquisition
   - **B.** Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
   - **C.** Pending and/or potential litigation
   - **D. AI-24572** Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087 (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1).
7. **Open Session:**
   - **A.** 10:50 am Real Estate Acquisition and appropriation for same
   - **B.** no action Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
   - **C.** no action Pending and/or potential litigation
   - **D. AI-24571** Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087 (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1).

no action

at this time, but will be included in the procurement packet and authority to publish/advertise said project (timeline attached hereto) under-RFB No. 2011-031-MSS.

5. **AI-24554**

approved

DIVISION OF EMERGENCY MANAGEMENT:
Requesting authority to purchase (including installation and implementation, if applicable) of a "GTR 8000 expandable site sub-system through Hidalgo County's membership/participation with the Houston-Galveston Area Council's (H-GAC's) awarded vendor Motorola HGAC contract #RA01-08 authorized dealer South Texas Communications, in the amount of $834,223.65.

6. **AI-24574**

approved a. Presentation of scoring grid for the purposes of ranking by Commissioner's Court the responses received in connection with the request for proposals for "Workers' Compensation Loss and Funding Projections Actuarial Study" for Hidalgo County; Flora Vasquez, Cris Ayala

approved b. Requesting authorization for Purchasing Department to proceed to negotiation of a contract with the number one ranked firm for the RFP project: "Worker's Compensation Loss and Funding Projections Actuarial Study" for Hidalgo County.

B. Pct. 2

1. **AI-24517**

approved Acceptance and approval of Work Authorization No. 1 from R. Gutierrez Engineering Corporation, (Contract #C-10-376-12-14), with estimated fee of $10,800.00, to provided professional engineering and surveying services on pavement improvements- Tower Road Project from Owassa Road south to Sioux Road.

2. **AI-24580**

approved a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

approved b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with required Appraisal Services (On an as needed basis) for Precinct No. 2 Projects:

Professional Services

Total Scores	Professional Appraisal Services	Southmost Appraisal Services	Leonel Garza Jr., & Associates
Scores	88	95	96
Ranking	3	2	1

*Scoring & Evaluation Completed By Pct No. 2

approved c. Authority for the Purchasing Department to negotiate a professional services contract with No. 1 ranked firm of Leonel Garza Jr., for the provision of required professional appraisal services for Precinct No. 2 Projects.

C. Pct. 3

1. **AI-24432**

approved Recommending award of bid and approval of contract documents to lowest bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct No. 3-Hauling Services for Crushed Caliche" RFB No. 2010-276-12-01-SMA.

D. Co. Wide

1.

NTR HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value

AI-24432 **19.C.1.**

Award-Hauling Services for Crushed Caliche
CC REGULAR

Date: 12/30/2010
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Recommending award of bid and approval of contract documents to lowest bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct No. 3-Hauling Services for Crushed Caliche" RFB No. 2010-276-12-01-SMA.

BACKGROUND

1. Current Contract expires December 30, 2010
2. Contract Document has been reviewed & approved as to from by legal counsel.
3. Recommended vendor is "Roy's Hauling Inc."
4. Services will be on as needed basis.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1200-431-00-123-003-0-346
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Services are on an as needed basis - Services will commence January 2011.

Attachments

Link: participation log
Link: tabulation
Link: recommendations
Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/15/2010 03:48 PM	APRV
2	Budget & Management	Angela Garcia	12/15/2010 03:59 PM	APRV
3	Perla Lopez	Perla Lopez	12/17/2010 01:22 PM	APRV
4	Auditor's Office	Linda Fong	12/17/2010 02:40 PM	APRV
5	Dina Trevino	Erika Zamora	12/17/2010 03:28 PM	APRV
6	Perla Lopez	Perla Lopez	12/21/2010 03:57 PM	APRV

Form Started By: Sandra Montalvo Started On: 12/15/2010 10:18 AM
Final Approval Date: 12/21/2010

PURCHASING DEPARTMENT
County Of Hidalgo

November 29, 2011

Roy's Hauling Service, Inc.
Roy Balderas, Jr., Vice President
PO Box 1896
Edinburg, TX 78540

CERTIFIED MAIL
7099 3220 0002 9745 65555
Via E-mail: royshaulinginc@aol.com
Via Facsimile: (956) 383-2569

Re: Extension of Agreement No. C-10-262A-11-22-Loading and Hauling of Dirt for Pct 2

Dear Mr. Balderas:

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. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 6, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, December 1, 2011,via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: 11-29-2011

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 956-630-3081 956-630-2361
VALMOR INSURANCE AGENCY, INC.
1303 N 10TH ST

MCALLEN, TX 78501

CONTACT NAME: VALMOR INSURANCE AGENCY, INC.
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No): 956-630-2361
E-MAIL ADDRESS: marilu52010@hotmail.com

INSURED
ROY' HAULING SERVICE, INC.
P O BOX 1896

EDINBURG, TX 78540

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ATLANTIC CASUALTY CO	
INSURER B: UNITRIN COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INS. CO.	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY			FCNCCV2300075	08/20/2011	08/20/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,010
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS		✓				BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS		✓				PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						✓ WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		20110719	07/19/2011	07/19/2012	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
COUNTY OF HIDALGO
2802 S BUSINESS 281
EDINBURG, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marilu Guerra

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 956-630-3081 956-630-2361
VALMOR INSURANCE AGENCY, INC.
1303 N 10TH ST

MCALLEN, TX 78501

CONTACT NAME: VALMOR INSURANCE AGENCY, INC.
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No): 956-630-2361
E-MAIL ADDRESS: marilu52010@hotmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ATLANTIC CASUALTY CO	
INSURER B: UNITRIN COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INS. CO	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ROY' HAULING SERVICE, INC.
P O BOX 1896

EDINBURG, TX 78540

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			L086025635	02/24/2011	02/24/2012	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 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS			FCNCCV2300075	08/20/2010	08/20/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $ $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001214204	07/19/2010	07/19/2011	✓ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
COUNTY OF HIDALGO
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-262A-11-22

THIS CONTRACT is made and entered into this **22nd** day of **November, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Roy's Hauling Service, Inc., a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Loading and Hauling Dirt"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **December 19, 2010** and ending on **December 18, 2011** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge

1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company : **Roy's Hauling Service, Inc.**
Attn: Roy Balderas Jr., Vice-President
PO Box 1896
Edinburg, TX 78540

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

By:_____
County Judge

Approved by Commissioners' Court
on 11/22/10

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

ROY'S HAULING SERVICE, INC.

By:_____
Printed Name: Roy Balderas Jr
Title: Vice - Pres

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August16, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY COMISSIONER PRECINCT NO. 2**
Request for Bids -**"LOADING AND HAULING OF DIRT"**
Bid No: 2010-262-09-01-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
RFB NO: 2010-262-09-01-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 3 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Exhibit E Vehicle and Driver Information, consisting of 4 pages.
8. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
9. Certification Regarding Debarment, consisting of 2 pages
10. Draft Service Agreement consisting of 9 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

08/16/2010
Date

REQUEST FOR BIDS

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2

"LOADING AND HAULING OF DIRT"

BID OPENING DATE:
September 01, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2-LOADING AND HAULING OF DIRT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-262-09-01-SGS-HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2 – LOADING AND HAULING OF DIRT"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 01, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2010-262-09-01-SGS- HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2- LOADING AND HAULING OF DIRT"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2. – LOADING AND HAULING OF DIRT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Commissioner Precinct No. 2
Attn: Ricardo Cuellar
301 E. State Street
Pharr, TX. 78577
(956)787-1981

17. Schedule of Events:

Bid Opening, 9:30 AM	**September 01, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;

- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2

"LOADING AND HAULING OF DIRT"

Bid No. 2010-262-09-01-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of "Loading And Hauling Of Dirt" for Hidalgo County Precinct No. 2. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All services utilized will be on an "**As Needed Basis**" by the Precinct.

Specifications/Requirements:

1. Request for Bids **shall be within the area** of Hidalgo County Precinct No. 2 as follows: Hauling of Dirt- Option 1 and Loading & Hauling of Dirt- Option II.
2. Services will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.
3. Bid will be based on a per cubic yard-per radius basis.
4. Bid award will be based on low bidder meeting all specifications in each one of the mile radius listed on the bid page form. (Exhibit "B")
5. Bidders must provide all Vehicle and Driver information on Exhibit "E". Copies of all licenses, titles and proof of insurance coverage for all vehicles must be submitted to Hidalgo County Purchasing upon Bid award.
6. Bidder must own a minimum of ten (10) hauling trucks with a minimum capacity of sixteen (16) cubic yards per load.
7. Bidder must provide copies of all necessary licenses and hauling permits.
8. Successful Bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA and TXDOT regulations and requirements.
9. Successful Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

TERMS AND CONDITIONS:

1.) The term of this contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general

instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9.) All cost and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

14.) Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, August 25, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, August 27, 2010 by 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
INCOMPLETE submittals shall be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Loading and hauling of dirt will be on an "**As Needed Basis**" only.

OPTION 1

HAULING OF DIRT			
RADIUS (ROUND TRIP)	TOTAL COST PER CUBIC YARD	FUEL COST PERCENTAGE PER CUBIC YARD	CURRENT/BASE FUEL COST
SAMPLE	$ 3.00	33.00 %	$ 1.00
01-10 Miles			
11-20 Miles			
21-30 Miles			
31-40 Miles			
41-50 Miles			
51-60 Miles			
61-70 Miles			

OPTION 11

LOADING & HAULING OF DIRT			
RADIUS (ROUND TRIP)	TOTAL COST PER CUBIC YARD	FUEL COST PERCENTAGE PER CUBIC YARD	CURRENT/BASE FUEL COST
SAMPLE	$ 3.00	33.00 %	$ 1.00
01-10 Miles			
11-20 Miles			
21-30 Miles			
31-40 Miles			
41-50 Miles			
51-60 Miles			
61-70 Miles			

PART 1

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for August 27, 2010. For each 10% (increase or decrease) in the OPIS Index of August 27, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Option I and Option II for the term of the contract including any grace period extension.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- 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 Commissioner's Court;

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

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

Exhibit "E"

Hidalgo County Commissioner Precinct No. 2
"Loading And Hauling of Dirt"
Bid No.: 2010-262-09-01-SGS

Hidalgo County is requesting the following information of the available hauling trucks to be utilized for this project:

MAKE, MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & CAPACITY PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	CAPACITY PER LOAD	VENDOR OWNED OR LEASED

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

DRIVER INFORMATION

DRIVER'S NAME	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/ UNIT NUMBER

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HU Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT: Hidalgo County Precinct No. 2	OPENING DATE: September 01, 2010
DESCRIPTION OF BID: "LOADING AND HAULING OF DIRT'	
BID NO. 2010-262-09-01-SGS	BUYER: Sandy Suarez

OPTION I : HAULING OF DIRT — **PARTICIPATES:**

1. UNIVERSAL TRUCKERS, INC.				2. ROY'S HAULING SERVICE, INC.			
Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 3.46	40%	$ 1.38	01-10 Mile	[illegible]	75%	$ 2.06
11-20 Mile	[illegible]	40%	$ 1.49	11-20 Mile	$ 3.75	75%	$ 2.81
21-30 Mile	$ 4.48	40%	$ 1.79	21-30 Mile	[illegible]	75%	$ 3.19
31-40 Mile	[illegible]	40%	$ 1.99	31-40 Mile	$ 5.55	75%	$ 4.16
41-50 Mile	[illegible]	40%	$ 2.29	41-50 Mile	$ 6.75	75%	$ 5.06
51-60 Mile	[illegible]	40%	$ 2.59	51-60 Mile	$ 7.25	75%	$ 5.44
61-70 Mile	[illegible]	40%	$ 2.79	61-70 Mile	$ 9.35	75%	$ 7.01

OPTION II : LOADING & HAULING OF DIRT — **PARTICIPATES:**

1. UNIVERSAL TRUCKERS, INC.				2. ROY'S HAULING SERVICE, INC.			
Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 3.95	40%	$ 1.58	01-10 Mile	[illegible]	75%	$ 2.25
11-20 Mile	$ 4.25	40%	$ 1.70	11-20 Mile	[illegible]	75%	$ 3.00
21-30 Mile	$ 4.90	40%	$ 1.96	21-30 Mile	[illegible]	75%	$ 3.38
31-40 Mile	[illegible]	40%	$ 2.16	31-40 Mile	$ 5.80	75%	$ 4.35
41-50 Mile	[illegible]	40%	$ 2.36	41-50 Mile	$ 7.00	75%	$ 5.25
51-60 Mile	[illegible]	40%	$ 2.60	51-60 Mile	$ 7.50	75%	$ 5.63
61-70 Mile	[illegible]	40%	$ 2.90	61-70 Mile	$ 9.60	75%	$ 7.20

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
INCOMPLETE submittals shall be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Loading and hauling of dirt will be on an "**As Needed Basis**" only.

OPTION 1

HAULING OF DIRT			
RADIUS (ROUND TRIP)	**TOTAL COST PER CUBIC YARD**	**FUEL COST PERCENTAGE PER CUBIC YARD**	**CURRENT/BASE FUEL COST**
SAMPLE	**$ 3.00**	**33.00 %**	**$ 1.00**
01-10 Miles	2.75	75 %	2.06
11-20 Miles	3.75	75 %	2.81
21-30 Miles	4.25	75 %	3.19
31-40 Miles	5.55	75 %	4.16
41-50 Miles	6.75	75 %	5.06
51-60 Miles	7.25	75 %	5.44
61-70 Miles	9.35	75%	7.01

OPENED
9:51am
9-01-2010
Witnessed

OPTION 11

LOADING & HAULING OF DIRT			
RADIUS (ROUND TRIP)	**TOTAL COST PER CUBIC YARD**	**FUEL COST PERCENTAGE PER CUBIC YARD**	**CURRENT/BASE FUEL COST**
SAMPLE	**$ 3.00**	**33.00 %**	**$ 1.00**
01-10 Miles	3.00	75 %	2.25
11-20 Miles	4.00	75 %	3.00
21-30 Miles	4.50	75 %	3.38
31-40 Miles	5.80	75%	4.35
41-50 Miles	7.00	75%	5.25
51-60 Miles	7.50	75%	5.63
61-70 Miles	9.60	75%	7.20

PART 1

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for August 27. 2010. For each 10% (increase or decrease) in the OPIS Index of August 27, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Option I and Option II for the term of the contract including any grace period extension.

BIDDER/COMPANY NAME: Roy's Hauling Service, Inc.

ADDRESS: P.O. Box 1896

CITY/STATE/ZIP CODE: Edinburg, TX 78540

PHONE & FAX NUMBER: Ph (956) 383-2206 Fax (956) 383-2569

E-MAIL ADDRESS: royshaulinginc@aol.com

CELLULAR NUMBER:

AUTHORIZED SIGNATURE: Roy Balderas Jr

PRINTED NAME: Roy Balderas Jr.

TITLE: Vice - President

DATE: 08/31/2010

(Must be submitted with Bid Packet)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 09/07/2010

PRODUCER
ValMor Insurance Agency
1303 North 10th
Suite 1
McAllen TX 78501

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

INSURED
ROY'S HAULING SERVICE INC.
P. O. BOX 1896
EDINBURG TX 78540

INSURERS AFFORDING COVERAGE

INSURER A: ATLANTIC CASUALTY
INSURER B: Unitrin County Mutual Ins. Co.
INSURER C: TEXAS MUTUAL INS. CO.
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	L086800023	02/24/2010	02/24/2011	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	FCNCCV2300075	08/20/2010	08/20/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0001214204	07/19/2010	07/19/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 100,000 $ 100,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

1985 INTL #3732 1991 INTL #7044 1998 INTL #4857 1999 INTL #6851 1999 MACK #1180
2000 INTL #7950 2000 INTL #7946 2004 INTL #7193 2004 PTRB #3206 2004 PTRB #3207
2000 MACK #1349 2000 PTRB DUMP TRUCK #3178 2000 PTRB DUMP TRUCK #3173

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

COUNTY OF HIDALGO
ATTN: LETTY
2802 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Marisa Duran

ACORD 25-S (7/97)

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Exhibit "E"

Hidalgo County Commissioner Precinct No. 2
"Loading And Hauling of Dirt"
Bid No.: 2010-262-09-01-SGS

Hidalgo County is requesting the following information of the available hauling trucks to be utilized for this project:

MAKE, MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & CAPACITY PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	CAPACITY PER LOAD	VENDOR OWNED OR LEASED
2004 International	3HSCNAPR34N017193	2RH892	22-24	Owned
2000 International	2HSFTAER04C037950	2RH900	22-24	Owned
2000 International	2HSFTAER94C037946	2RH899	22-24	Owned
1999 International	2HSFHAERoXC066851	2RH893	22-24	Owned
1998 International	2HSFHAER3WC044857	2RH896	22-24	Owned
2000 Peterbilt	1XPCD49X7YD483207	2RH898	22-24	Owned
2000 Peterbilt	1XPCD49X5YD483173	2RH897	22-24	Owned
2000 Mack	1MIAA13Y2YW131349	2RH895	22-24	Owned
1999 Mack	1MIAA249XW111180	2RH894	22-24	Owned
2000 Peterbilt	1XPCD49X5YD483206	61XSH7	16	Owned
2000 Peterbilt	1XPCD49X4YD483178	56MYJ6	16	Owned

DRIVER INFORMATION

DRIVER'S NAME	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/ UNIT NUMBER
Jose Luis Garza Jr.	00396628	
Carlos David Davila	08294514	
Alfonso Lopez	08294574	
Idelfonso Villa	08848182	
Ernesto Garza	09791014	
Miguel Loredo Jr.	10732831	
Gerardo Rodriguez	14106825	
Lucio Rodriguez	23974100	
Juan Rodriguez	27657629	

a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-23558 Recommending award of bid and approval of contract to lowest bidder meeting all specifications/requirements attached hereto for Hidalgo County(All Funding Sources)-"CRS-2 (Cationic Rapid Setting)Emulsified Asphalt" RFB No.: 2010-264-09-29-SGS.

approved

5. AI-23994 Appointment and/or designation by Commissioner's Court of an evaluation committee to evaluate and score the proposals received for RFP No. 2010-373-11-10-YZV "Financial Advisory Services", as referenced in procurement packet so as to have in place prior to presentations by firms (as opted by CC o 11-16-10). First of the year

next week

Ms Chapa, Eddie Gonzalez, Humbeto, Mona , Joseph Palcios

B. Pct. 2

1. AI-22906 Recommending award of bid and approval of contract to multiple lowest bidders meeting all specifications/requirements attached hereto for Commissioner Precinct 2-"Loading And Hauling Of Dirt" RFB No.: 2010-262-09-01-SGS.

approved

C. Pct. 4

1. AI-23930 Requesting discussion, consideration and approval to purchase One (1) 2011 or Newer 2500HD Silverado SWB Crewcab Chevrolet PU through the County's membership/participation with HGAC's awarded vendor Caldwell Chevrolet in the amount of $37,195.00 which includes administration fee's & delivery through project #2010-374-OGG.

approved

D. Colonia Access Program Pct. 1

1. AI-23709 Acceptance and approval of the following items in connection with Mary Ann Subdivision (Pct No. 1) with Asago LLC, dba Asago Construction as submitted through project engineer L. L. Rodriguez (C-CAP-09-471-04-06):

approved

approved a-b

a. Application for Payment No. 4 Retainage Release in the amount of $16,439.10;
b. "Certificate of Construction Completion" reflecting the date of October 25, 2010.

E. Colonia Access Program Pct. 2

1. AI-23764 Approval of Application for Payment No. 1 (Final) in the amount of $75,141.22 from OG Construction Co, LLC contracted vendor for Morningsun Subdivision as submitted by R. Gutierrez Engineering Corporation, project engineer. (C-CAP-09-212-01-19).

approved

Judge obstained

2. AI-24005 Approval of Application for Payment No. 6 (Final) in the amount of $27,203.99 from Closner Construction Co., L.C. contracted vendor for Citrina Village Subdivision as reviewed and submitted by project engineer Cruz-Hogan Consultants, Inc. (C-CAP-2009-183-05-19)

approved

F. Sheriff's Office

1. AI-24000 Approval of Amendment No. 2 to Lease Agreement #C-07-281-09-25 with O E Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC-09/25/07)

approved

2. AI-24053 Requesting approval to purchase spillman software (RMS) Records Management System through our membership/participation with (DIR) Department of Information Resources and authority to execute required purchase/end user license and support agreement with Spillman Technologies, Inc. contract #DIR-SDD-1623 in the total amount of $122,090.00 through requisition #18, effective upon approval (0-1100-415-15-140-001-0-336);

no action

Requisition	Product Name	Items Included	Item	Total Cost
Phase I	Records Management System (RMS)	Records Management Civil Process	Software	$93,765.00

AI-22906 **20.B.1.**

Award/Loading And Hauling Of Dirt

CC REGULAR

Date: 11/22/2010
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Recommending award of bid and approval of contract to multiple lowest bidders meeting all specifications/requirements attached hereto for Commissioner Precinct 2-"Loading And Hauling Of Dirt" RFB No.: 2010-262-09-01-SGS.

BACKGROUND

1. Current contract will expire on December 18, 2010.
2. New contract to commence on December 19, 2010.
3. Recommended vendors are: Roy's Hauling Service, Inc. and Universal Truckers, Inc.
4. Contract Document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-006-0-673
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding Source: Hidalgo Co. Precinct 2
0-1200-431-00-122-006-0-673 $ 38,002.81 as of 11/16/10

Attachments

Link: Recommendation, Tabulation & Participation log
Link: contract
Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2010 04:53 PM	APRV
2	Budget & Management	Erika Zamora	11/17/2010 09:57 AM	APRV
3	Roland Garcia	Rolando Garcia	11/17/2010 02:18 PM	APRV
4	Auditor's Office		11/19/2010 07:59 AM	PEND

Form Started By: Sandy Suarez
Started On: 09/10/2010 09:06 AM

Final Approval Date: 11/19/2010

PURCHASING DEPARTMENT
County Of Hidalgo

November 29, 2011

CERTIFIED MAIL
7099 3220 0002 9745 6548
Via-E-mail: bernardosaenz95@yahoo.com
Via-Facsimile: (956) 787-1462

Universal Truckers, Inc.
Bernardo Saenz Jr., Owner
PO Box 653
Alamo, TX 78516

Re: Extension of Agreement No. C-10-262-11-22-Loading and Hauling of Dirt for Pct 2

Dear Mr. Saenz:

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. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 6, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, December 1, 2011,via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: _____

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

PURCHASING DEPARTMENT
County Of Hidalgo

November 29, 2011

CERTIFIED MAIL
7099 3220 0002 9745 6814
Via-E-mail: alegria@republicservices.com
Via-Facsimile: (956) 428-2045

BFI Waste Services of Texas
Reynaldo Alegria, Sales Representative
9402 W. Expressway 83
Harlingen, Texas 78552

Re: Extension of Agreement No. C-10-244-12-14-Garbage Collection at Los Ebanos Pavilion-Pct 3

Dear Mr. Alegria:

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. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 6, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, December 1, 2011,via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: _____

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C, No, Ext): 800-853-6155 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : OLD REPUBLIC INSURANCE COMPANY	24147
INSURER B : LEXINGTON INSURANCE COMPANY	19437
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

RECEIVED JUL 05 2011

COVERAGES **CERTIFICATE NUMBER:** 18179 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			MWZY 59257	6/30/2011	6/30/2012	EACH OCCURRENCE	$ 5,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
A	AUTOMOBILE LIABILITY			MWTB 21343	6/30/2011	6/30/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			2214223/2214224	6/30/2011	6/30/2012	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC 117108 00 AOS	6/30/2011	6/30/2012	X WC STATU-TORY LIMITS OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A		MWXS 945 Excess WC OH	6/30/2011	6/30/2012	E.L. EACH ACCIDENT	$ 3,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWXS 946 Excess NSWC TX	6/30/2011	6/30/2012	E.L. DISEASE - EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE - POLICY LIMIT	$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 5122 - Named Insured Includes: BFI Waste Systems of North America, LLC dba Rio Grande Valley Landfill

See Attached

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
100 E Cano St Ste 401
Edinburg TX 78539-4548

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

T218 46254

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-244-12-14

THIS CONTRACT is made and entered into this 14 day of **December, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **BFI Waste Services of Texas LP dba Allied Waste Services of Rio Grande** a Delaware Limited Partnership. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Garbage Collection at Los Ebanos Pavilion"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 3**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **December 14, 2010** and ending **December 13, 2011** and may be extended at the sole discretion of County for an additional two (2) one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **1615 S. Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**BFI Waste Services of Texas LP dba** **Allied Waste Services of Rio Grande** **Attn: Reynaldo Alegria, Sales Representative**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 13th day of December, 2010.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 12/13/10

COMPANY:
By: _____
Printed Name: Reynaldo Alcocer
Title: Sales Rep

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

July 06, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 3**
Request for Bids -**"GARBAGE COLLECTION AT LOS EBANOS PAVILION"**
Bid No: 2010-244-07-21-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
RFB NO: 2010-244-07-21-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 3 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Certification Regarding Debarment, consisting of 2 pages
9. Draft Service Agreement consisting of 9 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

07/06/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

BID OPENING DATE: JULY 21, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-244-07-21-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** 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, JULY 21, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2010-244-07-21-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION".

   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 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 PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** 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 Precinct No. 3
Sergio H. Saenz, Park Director
(956)585-5311

17. Schedule of Events:

Bid Opening, 9:30 AM	**JULY 21, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2010-244-07-21-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

Bid No. 2010-244-07-21-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of "garbage collection" from certified, licensed participates. Bidders will be required to collect; transport and dispose of solid waste (garbage) generated by Hidalgo County Precinct No. 3-Los Ebanos Pavilion. All collection services will be on an "**As Needed Basis**".

Specifications/Requirements:

In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. All solid waste (garbage) collections will be on an "**As Needed Basis**" only.
2. The department is in need of a one (1) day service per week.
3. Bidder will be required to provide one (1), eight (8) cubic yard bin (container) with lid.
4. Bidder must provide the name and location of landfill site to which the solid waste will be delivered and disposed of.
5. If bidder(s) is not the owner or operator of the landfill site, bidder must provide copies of all documents authorizing bidder(s) to properly dispose of solid waste is such landfill.
6. The Bidder must present evidence that it possesses all federal, state and local permits necessary and proper to the conduct of a waste collection and disposal business.
7. Bidder shall provide a current permit for the landfill size issued by the Texas Natural Resource Conservation Commission (TNRCC) evidencing authorization for the disposal of solid waste. Bidder must be in compliance throughout the term of contract.
8. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements for the transportation of solid waste materials through out the term of the contract.
9. If a Local Declaration of Disaster is declared by the Hidalgo County Judge, special rates will apply for the following categories of waste:
    a) Construction Debris
    b) Furniture/Mattress
    c) Flammable/Hazardous Materials
    d) Batteries
    e) White goods transported to metal recycle.
10. No household trash will be included. Tickets must be specially marked by disaster name.
11. Bidder should designate which categories of waste your firm can transport or accept for waste storage.
12. Site locations will vary depending on event, to be discussed at initial waste removal planning meeting at the time of event.

13. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.
14. Cost for land filling will be on a per ton basis as listed on Bid page form. (Exhibit "B").
15. Bidder must provide proposed collection schedule.
16. Bidder must provide any additional fees, such as landfill charges, transportation etc.

Collection Site:

Hidalgo County Precinct No. 3
Los Ebanos Pavilion
Los Ebanos, TX. 78565

TERMS AND CONDITIONS:

1.) The term of the contract will be for a one (1) year initial period. Hidalgo County reserves the right to extend the contract for an additional two (2) one (1) year terms, under the same rates, terms and conditions.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to Multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Hidalgo County reserves the right to add or delete items/locations during the term of the contract under the same rates, terms and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) 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.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) Bidder will have been in business for at least two years.

11.) 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.

12.) 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.

13.) Each bidder further represents and warrants that there are not current pending legal or administrative proceedings relating to its conduct of a solid waste collection, transport of disposal operation which will be utilized in performing on a contract awarded hereunder. Prior to award of contract, each bidder and thereafter, the successful bidder will notify the County within three (3) business days of the filing of any legal or administrative proceedings affecting or in any manner related to its operation of solid waste collection, transport and disposal operation which is or will be utilized in performing on a contract awarded hereunder.

14.) Bidder shall describe any tracking and manifest documentation procedures and certify that the same are in compliance with state and federal regulations relating to bio-hazardous waste disposal. Upon acceptance of any waste products by the successful bidder and execution of any request manifest or other document, the successful bidder shall be granted all right, title and interest in the waste. Procedures subsequent to the acceptance of the waste will comply with all applicable regulations regarding the handling and disposition of waste.

15.) Shipping and freight costs are to be net F.O.B. destination.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 14, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 16, 2010 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2010-244-07-21-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
INCOMPLETE submittals shall be considered a probable cause for disqualification.

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Shipping and freight cost will be F.O.B. destination.

LOCATION SITE: LOS EBANOS PAVILION-HIDALGO COUNTY PRECINT # 3				
CHARGES FOR ONE (1) DAY - WEEKLY COLLECTION SERVICE: **QUANITY:** ONE (1) CONTAINER **BIN SIZE:** 8 CUBIC YARD CONTAINER W/ LID (MUST BE PROVIDED BY VENDOR)			**WEEKLY CHARGE/ ADDITIONAL FEES** $	**TOTAL MONTHLY FEE** $
COST FOR LAND FILLING (TIPPING CHARGE) OR ANY ADDITIONAL CHARGES. (PLEASE SPECIFY)			$_____ / PER TON $_____ ADD/FEES	$_____ / PER TON $_____ ADD/FEES
PROPOSED COLLECTION DAY	COLLECTION DAY		COMMENTS:	
COPIES OF ALL PERMITS/LICENSES ENCLOSED	YES	NO		

LANDFILL SITE ADDRESS/LOCATION:

_____

_____

DISCRIPTION OF TRACKING & MANIFEST DOCUMENTATION PROCEDURES:

_____

_____

_____

_____

IN THE EVENT OF AN EMERGENCY			
CATAGORIES OF WASTE FOR TRANSPORATION AND/OR WASTE STORAGE	**ACCEPTABLE**	**NON-ACCEPTABLE**	**SPECIAL RATES**
Construction Debris			$
Furniture/ Mattress			$
Flammable / Hazardous Materials			$
Batteries			$
White Goods Transported To Metal Recycle			$

COMMENTS:_____

_____

_____

PART II:

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT.**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

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

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receiv fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servi (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progr strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendc Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be consider as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and va certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HU Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

OPENED
9:49 a
7-21-2
Witnesse

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2010-244-07-21-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

PART I:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Shipping and freight cost will be F.O.B. destination.

LOCATION SITE: LOS EBANOS PAVILION-HIDALGO COUNTY PRECINT # 3			
CHARGES FOR ONE (1) DAY - WEEKLY COLLECTION SERVICE:		**WEEKLY CHARGE/ ADDITIONAL FEES**	**TOTAL MONTHLY FEE**
QUANITY: ONE (1) CONTAINER **BIN SIZE:** 8 CUBIC YARD CONTAINER W/ LID (MUST BE PROVIDED BY VENDOR)		$	$ 110.00
COST FOR LAND FILLING (TIPPING CHARGE) OR ANY ADDITIONAL CHARGES. (PLEASE SPECIFY)		$_____ / PER TON $_____ ADD/FEES	$_____ / PER TON Included Above $_____ ADD/FEES
PROPOSED COLLECTION DAY	COLLECTION DAY		COMMENTS:
COPIES OF ALL PERMITS/LICENSES ENCLOSED	YES: Yes / NO:		

LANDFILL SITE ADDRESS/LOCATION: Bidder Owned / 1/2 mile East of FM 493 Mile 12 N. Donna,Tx. 78537

DISCRIPTION OF TRACKING & MANIFEST DOCUMENTATION PROCEDURES:
Manifest provided at no charge.Documentation and Tracking will be through a signed sealed manifest document to the Generator

IN THE EVENT OF AN EMERGENCY			
CATAGORIES OF WASTE FOR TRANSPORATION AND/OR WASTE STORAGE	**ACCEPTABLE**	**NON-ACCEPTABLE**	**SPECIAL RATES**
Construction Debris	X		$
Furniture/ Mattress *	X		$
Flammable / Hazardous Materials		X	$
Batteries		X	$
White Goods Transported To Metal Recycle **			$

COMMENTS: * $ 233.00 per haul, $ 30.00per ton, $ 0.00 per rental
** $ 300.00 per haul

PART II:

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

TEXAS

BIDDER/COMPANY NAME: BFI Waste Services of LP, a Delaware limited partnership d/b/a Allied Waste Services of Rio Grande

ADDRESS: 9402 W. Expressway 83

CITY/STATE/ZIP CODE: Harlingen, Texas 78552

PHONE & FAX NUMBER: (800)423-7316, (956)428-2045

E-MAIL ADDRESS: ralegria@republicservices.com

CELLULAR NUMBER: (956)454-6916

AUTHORIZED SIGNATURE: R. Alegria

PRINTED NAME: Reynaldo Alegria

TITLE: Sales Representative

DATE: 7/20/10

(Must be submitted with Bid Packet)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/20/2010

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.	
Phone: 818-662-4200 Fax: 877-297-9262 BB&T - Knight Insurance Services 535 North Brand Blvd., 10th Floor Lic# 0619252 Glendale CA 91203	**INSURERS AFFORDING COVERAGE**	**NAIC #**
	INSURER A: ZURICH AMERICAN INS CO	16535
INSURED Republic Services Inc (Named Insured Continued Below) 18500 N. Allied Way Phoenix AZ 85054	INSURER B: STEADFAST INS CO	26387
	INSURER C: LEXINGTON INS CO	19437
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	GLO370304203	6/30/2010	6/30/2011	EACH OCCURRENCE	$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 5,000,000
						GENERAL AGGREGATE	$ 5,000,000
						PRODUCTS - COMP/OP AGG	$ 5,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP370304303	6/30/2010	6/30/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$ 0
						PROPERTY DAMAGE (Per accident)	$ 0
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	2214223/2214224	6/30/2010	6/30/2011	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under SPECIAL PROVISIONS below	EWT300304402	6/30/2010	6/30/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

"Umbrella coverage was arranged by Besso Limited, who solely placed coverage on behalf of Republic Services, Inc. with Lexington Insurance Company."
DIV 4863 Named Insured Includes BFI Waste Services of Texas, LP
The certificate is issued for BID Purpose only

See Attached...

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG TX 78539

CANCELLATION 10 Day Cancellation for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)
© 1988-2009 ACORD CORPORATION. All rights reserved
The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS Continued.

HIDALGO COUNTY is an Additional Insured, except for Workers Compensation, if required by written contract. Waiver of Subrogation rights apply, if required by written contract. If required by written contract, the General Liability policy will apply as primary insurance and any other insurance to the additional insured shall apply as excess and non-contributory insurance.

Republic Services Inc includes any subsidiary company as now formed or constituted, and any other company over which the Named Insured has active control so long as the Named Insured or any subsidiary company has an ownership interest of more than 50% of such company.

PURCHASING DEPARTMENT
County Of Hidalgo

November 29, 2011

CERTIFIED MAIL
7099 3220 0002 9745 6548
Via-E-mail: bernardosaenz95@yahoo.com
Via-Facsimile: (956) 787-1462

Universal Truckers, Inc.
Bernardo Saenz Jr., Owner
PO Box 653
Alamo, TX 78516

Re: Extension of Agreement No. C-10-262-11-22-Loading and Hauling of Dirt for Pct 2

Dear Mr. Saenz:

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. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 6, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Thursday, December 1, 2011,via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: 11/30/2011

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

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-10-262-11-22

THIS CONTRACT is made and entered into this **22nd** day of **November, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Universal Truckers, Inc., a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Loading and Hauling Dirt"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **December 19, 2010** and ending on **December 18, 2011** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge

1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company : **Universal Truckers, Inc.**
Attn: Bernardo Saenz, Jr.
PO Box 653
Alamo, Texas 78516

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By:_____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 12-22-10

COMPANY: Valley Grain Trailers Inc
By:_____
Printed Name: BERNARDO SAENZ JR
Title: OWNER

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August16, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY COMISSIONER PRECINCT NO. 2**
Request for Bids -**"LOADING AND HAULING OF DIRT"**
Bid No: 2010-262-09-01-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
RFB NO: 2010-262-09-01-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 3 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Exhibit E Vehicle and Driver Information, consisting of 4 pages.
8. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
9. Certification Regarding Debarment, consisting of 2 pages
10. Draft Service Agreement consisting of 9 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

08/16/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2

"LOADING AND HAULING OF DIRT"

BID OPENING DATE: September 01, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2-LOADING AND HAULING OF DIRT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-262-09-01-SGS-HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2 – LOADING AND HAULING OF DIRT"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 01, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2010-262-09-01-SGS- HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2- LOADING AND HAULING OF DIRT"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2. – LOADING AND HAULING OF DIRT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:
  Hidalgo County Commissioner Precinct No. 2
  Attn: Ricardo Cuellar
  301 E. State Street
  Pharr, TX. 78577
  (956)787-1981

17. Schedule of Events:

Bid Opening, 9:30 AM	**September 01, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;

- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2

"LOADING AND HAULING OF DIRT"
Bid No. 2010-262-09-01-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:
Hidalgo County is soliciting competitive sealed bids for the service of "Loading And Hauling Of Dirt" for Hidalgo County Precinct No. 2. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All services utilized will be on an "**As Needed Basis**" by the Precinct.

Specifications/Requirements:

1. Request for Bids **shall be within the area** of Hidalgo County Precinct No. 2 as follows: Hauling of Dirt- Option 1 and Loading & Hauling of Dirt- Option II.
2. Services will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.
3. Bid will be based on a per cubic yard-per radius basis.
4. Bid award will be based on low bidder meeting all specifications in each one of the mile radius listed on the bid page form. (Exhibit "B")
5. Bidders must provide all Vehicle and Driver information on Exhibit "E". Copies of all licenses, titles and proof of insurance coverage for all vehicles must be submitted to Hidalgo County Purchasing upon Bid award.
6. Bidder must own a minimum of ten (10) hauling trucks with a minimum capacity of sixteen (16) cubic yards per load.
7. Bidder must provide copies of all necessary licenses and hauling permits.
8. Successful Bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA and TXDOT regulations and requirements.
9. Successful Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

TERMS AND CONDITIONS:

1.) The term of this contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general

instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9.) All cost and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

14.) Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, August 25, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, August 27, 2010 by 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Loading and hauling of dirt will be on an "**As Needed Basis**" only.

OPTION 1

HAULING OF DIRT			
RADIUS (ROUND TRIP)	**TOTAL COST PER CUBIC YARD**	**FUEL COST PERCENTAGE PER CUBIC YARD**	**CURRENT/BASE FUEL COST**
SAMPLE	**$ 3.00**	**33.00 %**	**$ 1.00**
01-10 Miles			
11-20 Miles			
21-30 Miles			
31-40 Miles			
41-50 Miles			
51-60 Miles			
61-70 Miles			

OPTION 11

LOADING & HAULING OF DIRT			
RADIUS (ROUND TRIP)	**TOTAL COST PER CUBIC YARD**	**FUEL COST PERCENTAGE PER CUBIC YARD**	**CURRENT/BASE FUEL COST**
SAMPLE	**$ 3.00**	**33.00 %**	**$ 1.00**
01-10 Miles			
11-20 Miles			
21-30 Miles			
31-40 Miles			
41-50 Miles			
51-60 Miles			
61-70 Miles			

PART 1

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for August 27, 2010. For each 10% (increase or decrease) in the OPIS Index of August 27, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Option I and Option II for the term of the contract including any grace period extension.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- 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 Commissioner's Court;

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

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____
Signature of person doing business with the governmental entity

_____
Date

Adopted 06/25/2007

(Copy of receipt and this form must be submitted with bid)

Exhibit "E"

Hidalgo County Commissioner Precinct No. 2
"Loading And Hauling of Dirt"
Bid No.: 2010-262-09-01-SGS

Hidalgo County is requesting the following information of the available hauling trucks to be utilized for this project:

MAKE, MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & CAPACITY PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	CAPACITY PER LOAD	VENDOR OWNED OR LEASED

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

DRIVER INFORMATION

DRIVER'S NAME	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/ UNIT NUMBER

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT: Hidalgo County Precinct No. 2	OPENING DATE: September 01, 2010
DESCRIPTION OF BID: "LOADING AND HAULING OF DIRT'	
BID NO. 2010-262-09-01-SGS	BUYER: Sandy Suarez

OPTION I : HAULING OF DIRT — **PARTICIPATES:**

1. UNIVERSAL TRUCKERS, INC.				2. ROY'S HAULING SERVICE, INC.			
Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 3.46	40%	$ 1.38	01-10 Mile	[illegible]	75%	$ 2.06
11-20 Mile	[illegible]	40%	$ 1.49	11-20 Mile	$ 3.75	75%	$ 2.81
21-30 Mile	$ 4.48	40%	$ 1.79	21-30 Mile	[illegible]	75%	$ 3.19
31-40 Mile	[illegible]	40%	$ 1.99	31-40 Mile	$ 5.55	75%	$ 4.16
41-50 Mile	[illegible]	40%	$ 2.29	41-50 Mile	$ 6.75	75%	$ 5.06
51-60 Mile	[illegible]	40%	$ 2.59	51-60 Mile	$ 7.25	75%	$ 5.44
61-70 Mile	[illegible]	40%	$ 2.79	61-70 Mile	$ 9.35	75%	$ 7.01

OPTION II : LOADING & HAULING OF DIRT — **PARTICIPATES:**

1. UNIVERSAL TRUCKERS, INC.				2. ROY'S HAULING SERVICE, INC.			
Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 3.95	40%	$ 1.58	01-10 Mile	[illegible]	75%	$ 2.25
11-20 Mile	$ 4.25	40%	$ 1.70	11-20 Mile	[illegible]	75%	$ 3.00
21-30 Mile	$ 4.90	40%	$ 1.96	21-30 Mile	[illegible]	75%	$ 3.38
31-40 Mile	[illegible]	40%	$ 2.16	31-40 Mile	$ 5.80	75%	$ 4.35
41-50 Mile	[illegible]	40%	$ 2.36	41-50 Mile	$ 7.00	75%	$ 5.25
51-60 Mile	[illegible]	40%	$ 2.60	51-60 Mile	$ 7.50	75%	$ 5.63
61-70 Mile	[illegible]	40%	$ 2.90	61-70 Mile	$ 9.60	75%	$ 7.20

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
INCOMPLETE submittals shall be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Loading and hauling of dirt will be on an "**As Needed Basis**" only.

OPTION 1

HAULING OF DIRT			
RADIUS (ROUND TRIP)	**TOTAL COST PER CUBIC YARD**	**FUEL COST PERCENTAGE PER CUBIC YARD**	**CURRENT/BASE FUEL COST**
SAMPLE	**$ 3.00**	**33.00 %**	**$ 1.00**
01-10 Miles	$ 3.46	40 %	$ 1.38
11-20 Miles	$ 3.73	40 %	$ 1.49
21-30 Miles	$ 4.48	40 %	$ 1.79
31-40 Miles	$ 4.98	40 %	$ 1.99
41-50 Miles	$ 5.73	40 %	$ 2.29
51-60 Miles	$ 6.48	40 %	$ 2.59
61-70 Miles	$ 6.98	40 %	$ 2.79

OPENED
9:55am
9-01-201
Witnessed

OPTION 11

LOADING & HAULING OF DIRT			
RADIUS (ROUND TRIP)	**TOTAL COST PER CUBIC YARD**	**FUEL COST PERCENTAGE PER CUBIC YARD**	**CURRENT/BASE FUEL COST**
SAMPLE	**$ 3.00**	**33.00 %**	**$ 1.00**
01-10 Miles	$ 3.95	40 %	$ 1.58
11-20 Miles	$ 4.25	40 %	$ 1.70
21-30 Miles	$ 4.90	40 %	$ 1.96
31-40 Miles	$ 5.40	40 %	$ 2.16
41-50 Miles	$ 5.90	40 %	$ 2.36
51-60 Miles	$ 6.50	40 %	$ 2.60
61-70 Miles	$ 7.25	40 %	$ 2.90

PART 1

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for August 27, 2010. For each 10% (increase or decrease) in the OPIS Index of August 27, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Option I and Option II for the term of the contract including any grace period extension.

BIDDER/COMPANY NAME: UNIVERSAL TRUCKERS INC

ADDRESS: P.O. BOX 653

CITY/STATE/ZIP CODE: ALAMO TX 78516

PHONE & FAX NUMBER: (956) 782-4939 OFFICE 956 787-1462 FAX (956) 650-0673 MOBILE

E-MAIL ADDRESS: bernardosaenz95@yahoo.com

CELLULAR NUMBER: (956) 650-0673

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: BERNARDO SAENZ JR

TITLE: OWNER

DATE: 8/31/2010

(Must be submitted with Bid Packet)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/05/2010

PRODUCER
H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
PHARR, TX 78577

THIS CERTIFICATE IS ISSUED AS A MATTER O... INFORMATION ONLY AND CONFERS NO RIGHTS UPON TH... CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEN..., EXTEND OR ALTER THE COVERAGE AFFORDED BY THE PO...ICIES BELOW.

INSURED
Universal Truckers, Inc.
P.O. Box 653
Alamo Tx 78516

INSURERS AFFORDING COVERAGE

		NAIC #
INSURER A:	Hallmark County Ins. Co.	
INSURER B:	Dallas Natl Ins Co.	
INSURER C:	Texas Mutual Ins. Co.	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. N... WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE M... BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CON...IONS 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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	BDGL-021110	11/10/2010	11/10/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	1,000,000 100,000 5,000 1,000,000 1,000,000 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	TXA-503262	2/5/2010	2/5/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	500,000
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
	EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0001126798	11/10/2010	11/10/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	500,000 100,000 100,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1993 FRHT-566016 1989 VOLV-747028 1986 FRHT-468097 1989 FRHT-400773 1997 FRHT-70499 1990 FRHT-A06780
1998 INTA -542566 1993 FRHT-460200 1983 FRHT-460187 1998 FRHT-BR8953 2000 FRHT-R54400 1996 FRHT-A00361
1995 FRHT-475448 1998 KW -758860 1998 KW -756172 1990 FRHT-552804 1998 KW -768956 1985 KW -682344
1990 VOLV-764038 1988 KW -721508 1996 FRHT-01085 ANY ATTACHED TRAILER

CERTIFICATE HOLDER

Additional Insured:
HIDALGO COUNTY
Attn: Purchasing Department
2812 S. Highway Bus 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ...E EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ... DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE ... DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ... AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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11/10/2010 51 9567877345 H CAMPOS INSURANCE PAGE 01

Exhibit "E"

Hidalgo County Commissioner Precinct No. 2
"Loading And Hauling of Dirt"
Bid No.: 2010-262-09-01-SGS

Hidalgo County is requesting the following information of the available hauling trucks to be utilized for this project:

MAKE, MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & CAPACITY PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	CAPACITY PER LOAD	VENDOR OWNED OR LEASED
02/1999 FRHT	972928		25	OWNED
60/1999 INTL	042968		25	OWNED
06/1999 FRHT	A24186		25	OWNED
03/1999 FRHT	A58305*		25	OWNED
131/1999 FRHT	A00798		25	OWNED
157/1998 FRHT	972696		25	OWNED
110/1997 FRHT	704999		25	OWNED
187/1999 FRHT	A06750		25	OWNED
09/1999 FRHT	A00773		25	OWNED
30/1999 FRHT	AS8305*		25	OWNED
162/1995 FRHT	A75H46		25	LEASED
299/1999 FRHT	764939		25	LEASED
96/1998 FRHT	758999		25	LEASED

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
27 /1998 KW	771508		25	LEASED
C110/1991 KW	791172		25	LEASED
34/1996 FRHT	01005		25	LEASED
50/1996 FRHT	592804		25	LEASED
142/2000 FRHT	F54400		25	LEASED
20/1999 KW	799956		25	LEASED
03/1995 KW	662344		25	LEASED

DRIVER INFORMATION

DRIVER'S NAME	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/ UNIT NUMBER
MARTINEZ, ARNALDO	25860273	06
CAVAZOS, ANTONIO	09082383	60
GONZALES ARNULFO	23777100	157
SAENZ ROEL MANUEL	07002251	187
REYES GUADALUPE JR	0955 7310	110
REYES GUADAUPE SR	04698940	180
RIVERA NICOLAS HUGO	23580301	30
MORENO FRANCISCO	03735241	40
SAENZ MACARIO	06970628	44
ESPINOZA E. ROBERTO	03390710	02
FLORES ESTEBAN	10149690	162
DIAZ AARON JR.	22342663	299

2. **Presentation for discussion, consideration and action**

   Including, but not limited to, the following items in connection with New Adult Detention Center:

   a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

   b) Construction of additional pod(s)

   c) Selection and engagement of an architect for the construction of additional pods

3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**

   a) Renovations of administration building

   b) Other ongoing county owned building construction, renovation repair projects

   c) Emergency situations occurring since last agenda meeting

   NO ACTION taken on items 20.A.1 through 3.a, b, & c.

4. **AI-23558 Recommending award of bid and approval of contract to lowest bidder meeting all specifications/requirements attached hereto for Hidalgo County(All Funding Sources)-"CRS-2 (Cationic Rapid Setting)Emulsified Asphalt" RFB No.: 2010-264-09-29-SGS.**

   On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

5. **AI-23994 Appointment and/or designation by Commissioner's Court of an evaluation committee to evaluate and score the proposals received for RFP No. 2010-373-11-10-YZV "Financial Advisory Services", as referenced in procurement packet so as to have in place prior to presentations by firms (as opted by CC o 11-16-10).**

   Judge Garcia: Yolanda Chapa

   Commissioner Quintanilla: Eddie Gonzalez

   Commissioner Palacios: Humberto Garza

   Commissioner Flores: Dr. Mona Parras

   Commissioner Garza: Joseph Palacios (As suggested/recommended by the Court)

   On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote to approve the appointments.

B. Pct. 2

1. **AI-22906 Recommending award of bid and approval of contract to multiple lowest bidders meeting all specifications/requirements attached hereto for Commissioner Precinct 2-"Loading And Hauling Of Dirt" RFB No.: 2010-262-09-01-SGS.**

   On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

AI-29917 **11. E.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted By: Matilde Faz, 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, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Buy Board-Burton, O'Reilly, Bill Bunton, Southern Tire Mart & GCR Tire Centers

COOP Updated Vendor's List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 10:29 AM
Budget & Management	Merlen P. Munoz	12/01/2011 10:36 AM
Erika Zamora	Erika Zamora	12/01/2011 02:54 PM
Auditor's Office	Arcilia Duran	12/01/2011 04:03 PM

Form Started By: Matilde Faz Started On: 11/30/2011 01:33 PM

Final Approval Date: 12/01/2011

P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

November 16, 2011

Sent Via E-mail: bhumphreys.bc@gmail.com

Brian Humphreys
Burton Companies Vaughn Interest Inc.
529 E. Hwy 83
Weslaco, TX 78596

Proposal Name & Number: Tires, Tubes & Automotive Parts, Supplies & Equipment #387-11

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective December 1, 2011. The contract documents are those identified in Section 3 of the General Terms and Conditions of the Specifications.

To see the items your company has been awarded, please review the proposal tabulation #387-11 on the following website: www.vendor.buyboard.com. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the Buyboard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact me at 800-695-2919 ext. 7127.

Sincerely,

Melonie Perry

Melonie Perry
Bid Administrator

The Local Government Purchasing Cooperative

For the Period 12/1/2011 to 11/30/2014

Recommended Catalog Award Report for Tires, Tubes, Automotive Parts, Supplies & Equipment #387-11

1 Discount Off Catalog/Pricelist for Tires and Tubes

Vendor	Vendor Catalog Info	Percent Discount	Award
Tire Centers, LLC	Agricultural Industrial Tires Pricelist	48%	No
Strouhal Tire Recapping Plant	Agricultural Industrial Tires Pricelist	35%	No
Tire Centers, LLC	Agricultural Tires Pricelist	48%	No
Strouhal Tire Recapping Plant	Agricultural Tires Pricelist	35%	No
Strouhal Tire Recapping Plant	Agricultural Tubes Pricelist	30%	No
Tire Centers, LLC	Agricultural Tubes Pricelist	20%	No
Tire Centers, LLC	B.F. Goodrich Light Truck Tires Pricelist	41%	No
Southern Tire Mart LLC	B.F. Goodrich Light Truck Tires Pricelist (Minimum order of 20 tires)	45%	Yes
Tire Centers, LLC	B.F. Goodrich Passenger Tires Pricelist	41%	No
Southern Tire Mart LLC	B.F. Goodrich Passenger Tires Pricelist (Minimum order of 20 tires)	45%	Yes
Tire Centers, LLC	B.F. Goodrich Truck Tires Pricelist	41%	No
Strouhal Tire Recapping Plant	BF Goodrich Light Truck Tires Pricelist	45%	No
Strouhal Tire Recapping Plant	BF Goodrich Passenger Tires Pricelist	45%	No
American Tire Distributors	BF Goodrich Pricelist	0%	No
Strouhal Tire Recapping Plant	BF Goodrich Truck Tires Pricelist	42%	No
Southern Tire Mart LLC	Bridgestone All Passenger Tires Pricelist	22%	Yes
Southern Tire Mart LLC	Bridgestone Large OTR Bias Tires Pricelist	17%	Yes
Southern Tire Mart LLC	Bridgestone Large OTR Radial Tires Pricelist	19%	Yes
GCR Tire Centers	Bridgestone Light Truck Pricelist	32% to 55%	Yes
Southern Tire Mart LLC	Bridgestone Light Truck Tires Pricelist	22%	Yes
GCR Tire Centers	Bridgestone Medium Truck Pricelist	18% to 51%	Yes

Strouhal Tire Recapping Plant	Uniroyal Light Truck Tires Pricelist	35%	No
Tire Centers, LLC	Uniroyal Light Truck Tires Pricelist	28%	No
Southern Tire Mart LLC	Uniroyal Light Truck Tires Pricelist (Minimum order of 20 tires)	35%	Yes
Strouhal Tire Recapping Plant	Uniroyal Passenger Tires Pricelist	35%	No
Tire Centers, LLC	Uniroyal Passenger Tires Pricelist	28%	No
Southern Tire Mart LLC	Uniroyal Passenger Tires Pricelist (Minimum order of 20 tires)	35%	Yes
American Tire Distributors	Uniroyal Pricelist	0%	No

2 Discount Off Catalog/Pricelist for Batteries

Vendor	Vendor Catalog Info	Percent Discount	Award
Bill Bunton Auto Supply and Machin	AC Delco Batteries Pricelist	20%	Yes
Bill Bunton Auto Supply and Machin	Carquest Battery Acsry Pricelist	48%	Yes
Bill Bunton Auto Supply and Machin	Carquest East Penn Pricelist	28%	Yes
Bill Bunton Auto Supply and Machin	Deka Batteries Pricelist	28%	Yes
Burton Companies Vaughn Interest In	Delco Pricelist	50%	Yes
Burton Companies Vaughn Interest In	East Penn Pricelist	50%	Yes
Gonzalez Auto Parts	Exide Pricelist (Discount is w/ core exchange)	32%	Yes
Burton Companies Vaughn Interest In	Federated Pricelist	50%	Yes
Roanoke Auto Supply, Ltd.	NAPA Batteries for Commercial, Automotive, Lawn & Garden	10%	No
Poppe Automotive	Poppe Automotive Pricelist	30%	Yes
O'Reilly Auto Parts	www.firstcallonline.com	41%	Yes

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
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	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
12/6/2011	***Bill Bunton Auto Supply and Machine***	**Tires, Tubes & Automotive Parts Supplies and Equipment**	**387-11**	**12/01/2011 - 11/30/2014**
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	***Burton***	**Tires, Tubes & Automotive Parts Supplies and Equipment**	**387-11**	**12/01/2011 - 11/30/2014**
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
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
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	***GCR Tire Centers***	**Tires, Tubes & Automotive Parts Supplies and Equipment**	**387-11**	**12/01/2011 - 11/30/2014**
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
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
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
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
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
	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
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
9/6/2011 11/08/2011	Melhart Music Center Miller Uniforms & Emblems Inc.	Audio Visual Equipment & Supplies Public Safety & Fire House Supplies & Equipment	313-09 363-10	5/1/2009 – 4/30/2012 01/01/2011 – 03/31/2014
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
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
12/6/2011	***O'Reilly Auto Parts***	**Tires, Tubes & Automotive Parts Supplies and Equipment**	**387-11**	**12/01/2011 - 11/30/2014**
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
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
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

12/6/2011	***Southern Tire Mart***	**Tires, Tubes & Automotive Parts Supplies and Equipment**	**387-11**	**12/01/2011 - 11/30/2014**
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
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
11/22/2011	The Playwell Group, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/01/2010-09/30/2013
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
10/25/2011	Vermeer Texas-Louisiana, Inc.	Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment	345-10	10/1/2010-9/30/2013
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	3/2010-11/31/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-12/31/2011
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-12/31/2011
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-12/31/2011
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 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
11/08/2011	GT Distributors	Police Equipment & Accessories	680-A1	11/01/2011-10/31/2014
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
11/1/2011	MMS-Midwest Medical Supply	Hospital Sundries (Disposables) including syringes	475-A1	9/2011-5/2012
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-11/31/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012
	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

11/8/2011	Precision Delta Corp.	Police Equipment & Accessories	680-A1	11/1/2011-10/31/2014
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
10/25/2011	Prime Source Services	Hospital Sundries (Disposables), Including Syringes	475-A1	9/2011-5/2012
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	1/2007-2/29/2012 3/2010-2/2012
	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
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

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	886 890	1/20/2013 1/20/2013
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
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	673 1364 835	05/15/2012 5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
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	838 1369	12/31/2012 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	1/15/2012
10/4/2011	Carahsoft Technology Corporation	Software	621	1/8/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	600 890 1014	11/13/2011 1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011 11/08/2011	Environmental Systems Res. Institute	Software Product and Services	1078	09/03/2013
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	1469 1585	8/17/11-8/17/14
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 & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	Sequel Data Systems	Software	621	1/8/2012
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	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	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
	Votec	Software	937	2/27/2011-2013

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	7/23/2008-12/18/2011
11/08/2011	Business Interiors by Staples The Hon Company Mayline Group	Special Use Furniture Special Use Furniture	6-71111060 4-71111060	5/10/2006-2/26/2012 07/02/2004-05/31/2012
	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
	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
10/25/2011	Gateway Printing & Office Supply, Inc.	Special Use Furniture	6-71111060-11	5/10/2006-2/26/2012
	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

10/25/2011	Jones & Cook Stationers	Special Use Furniture	6-71111060-11	5/10/2006-2/26/2012
	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 Metroplex	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
11/1/2011	RSC	Hardware Equipment Rental	9-51v010	10/20/2008-08/29/2012
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 – 2/26/2012
	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	5/31/2004-11/30/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	5/31/2004-11/30/2011

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
11/22/2011	***Diaz Floors & Interiors***	**Trades, Temporary Labor and Materials**	**3042811**	**4/28/11-4/28/12**

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
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
	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
11/22/2011	***The Home Depot***	**Maintenance/Hardware Supplies**	**11019**	**8/1/2011-7/31/2014**
	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
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	9/30/2006-3/31/2012
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-3/31/2012
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
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	9/30/2006-3/31/2012
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
	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
11/22/2011	***Brazos Technology Corporation***	**General Purpose Commercial Information Technology Equipment, Software and Services**	**GS 35F 0096X**	**11/30/2015**
10/18/2011	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J GS-35F-4342D	
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	
10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015

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
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
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	120209-PBI	12/18/2013

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

Contract Renewed

AI-29928 **11. F.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Martha L. Salazar Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications/requirements, etc.) as attached hereto for the following projects:

1. Request for Proposals: "Youth Adverted from Delinquency Program Services"for Judge Mario Ramirez Jr., Juvenile Justice Center (RFP No.: 2011-286-CGA);

2. Request for Proposals: "Expansion of Licensed Professional Counselors" for Judge Mario Ramirez Jr., Juvenile Justice Center (RFP No.: 2012-009-CGA)

BACKGROUND

Services "Pool/Roster" for Expansion of Licensed Professional Counselors shall be in concurrence with the existing terms and conditions as the current :Pool/Roster" for Licensed Professional Counselors.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-32-330-001-0-540

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

BUDGETARY IMPACT:

Available funds for advertisement as of 12/1/11 are $2,000.00.

FISCAL YEAR: 2011 ACCT. #: 1-1294-423-00-330-010-1-331

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

BUDGETARY IMPACT:

Available funds for services as of 12/1/11 are $97,000.00.

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available funds for services as of 12/1/11 are $1,261.59.

Attachments

Dept Approval

Draft Packet-2011-286

Dept. Approval-2012-009

Draft Packet-2012-009

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 10:35 AM
Budget & Management	Merlen P. Munoz	12/01/2011 10:38 AM
Perla Lopez	Perla Lopez	12/01/2011 02:35 PM
Auditor's Office	Arcilia Duran	12/01/2011 05:48 PM

Form Started By: Gricelda Villarreal Started On: 11/30/2011 02:29 PM

Final Approval Date: 12/01/2011

From: Elena Gaitan [mailto:elena.gaitan@jpd.co.hidalgo.tx.us]
Sent: Wednesday, November 30, 2011 9:47 AM
To: 'Cris Villarreal '; 'Buddy Silva'
Subject: RE: Final Review on Requirements

Cris
Per Mr. Silva, he has reviewed the document, everything is ok. The account number will be 1-1294-423-00-330-010-1-331. Please call/e-mail if you have any other question.

Elena Gaitan
Accountant
Hidalgo County
Judge Mario E. Ramirez, Jr. Juvenile Justice Center
1001 North Doolittle
P.O. Box 267
Edinburg, TX 78542-0267
Phone 956-587-6200 Ext 7048
Fax 956-383-4280
elena.gaitan@jpd.co.hidalgo.tx.us

WE ARE NOT HUMAN BEINGS GOING THROUGH A TEMPORARY SPIRITUAL EXPERIENCE.
WE ARE SPIRITUAL BEINGS GOING THROUGH A TEMPORARY HUMAN EXPERIENCE.

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, November 29, 2011 4:17 PM
To: 'Buddy Silva'
Cc: 'Elena Gaitan'
Subject: Final Review on Requirements
Importance: High

Hello Mr. Silva,
I apologize for not being able to sent you the final changes to the requirements/scope of services regarding the "Youth Adverted from Delinquency Program Services" due to the short work week we just had. Please review the highlighted areas of the document and feel free to make any changes and or modifications. Once you have reviewed them, please advise so as to proceed with authority to advertise from CC next week of 12-06-11. I will also need your budget account for advertising of the project.

If you have any questions in regards, please call me at Ext. 4867.

Thank you,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph: 956-318-2626
Fax: 956-292-7612
email: cris.villarreal@co.hidalgo.tx.us

RFP NO: 2011-286-00-00CGA	BUYER III: Gricelda (Cris) Ayala	Tel. No: (956) 318-2626

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REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"YOUTH ADVERTED FROM DELINQUENCY PROGRAM SERVICES FOR HIDALGO COUNTY JUVENILE JUSTICE CENTER"

_____, 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

1. Sealed proposals will be received for **"Youth Adverted from Delinquency Program Services for Hidalgo County Juvenile Justice",** 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: 2011-286-00-00CGA- Youth Adverted from Delinquency Program Services for Hidalgo County Juvenile Justice Center"** 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, October 05, 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 REFERENCE TO: RFP No: 2011-286-00-00CGA- Youth Adverted from Delinquency Program Services for Hidalgo County Juvenile Justice Center".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us BY NO LATER THAN Wednesday, _____,2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, _____, 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.

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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

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in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful proposer
b) Name and address of receiving department or official
c) Purchase Order Number and Contract Number (if any)
d) Notation – "**Hidalgo County – Youth Adverted from Delinquency Program Services for Hidalgo County Juvenile Justice Center"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., _____, 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.~~

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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.

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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.

24. 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 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.

25. 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.

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 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.

27. 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.

28. 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

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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 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.

31. 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.

32. 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.

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REQUEST FOR PROPOSAL

HIDALGO COUNTY
"YOUTH ADVERTED FROM DELINQUENCY PROGRAM SERVICES FOR HIDALGO COUNTY JUVENILE JUSTICE CENTER"
RFP NO: 2011-286-00-00CGA

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:_____

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EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"YOUTH ADVERTED FROM DELINQUENCY PROGRAM SERVICES"

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JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"YOUTH ADVERTED FROM DELINQUECNY PROGRAM SERVICES"

RFP NO: 2011-286-00-00-CGA

OVERVIEW:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – "Youth Adverted from Delinquency (hereinafter referred to as "YAD") Program Services" to counsel juvenile offenders referred to the Juvenile Probation Department. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Youth Adverted from Delinquency Program Services".

Request For Proposals will be accepted until **9:30 A.M., Wednesday, , 2011. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2011-286-00-00-CGA

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, _____, 2011 at 5:00 P.M. at (956) 318-2629 or via email to cris.villarreal@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile or via email by Friday, _____, 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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:

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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.

TERM OF CONTRACT:
It is intended that the "Term" of the contract will be effective January 1, 2012 thru August 31, 2012.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

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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.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract a transition center with qualified case management counselor(s) who are experience/qualified to perform the professional counseling services. Credentials, qualifications to perform necessary services must be submitted. 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 firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licensed, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed professional counselor(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract a local transition center that will provide life skills training, individualized professional counseling (may include personal, family, group and/or drug/alcohol counseling) case management and other supportive services, including, but not limited to the following:

1. Transition Center shall begin serving referred youths on or after January 1, 2012.

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2. Youth and families will receive at least three (3) contacts weekly from the transition team staff, with one (1) or more contacts in the home.
3. Participants will receive life skills training, professional counseling (individualized; may include individual, family group, and/or drug/alcohol counseling), case management, and other supportive services.
4. The transition team case-manager will meet weekly with the assigned juvenile probation officer to review current cases and accept referrals.
5. The transition team case manager will contact the family within seventy-two (72) hours of referral.
6. During the first session, the case manager will explain:
    - Transition center services;
    - Roles of team members;
    - Frequency/types of ongoing contacts,
    - Assessment tools;
    - The Action plan; and
    - Report to Juvenile Probation Department
7. The case manager will complete the crisis plan and a temporary plan of action with input from the youth and the family, as well as release forms and a battery of youth and family assessments.
8. The case manager, youth and family will use the plan of action to plan and implement changes needed for successful outcomes. It will be updated following assessment and then on an ongoing basis as goals are accomplished.
9. Each plan will cover family strengths, goals, and short-term, achievable steps to reach the goals. The case manager will also schedule group-based skills training that correspond to the family's needs.
10. Case Closure;
    - After the first thirty (30) days, the case manager will begin helping the family plan for continuing progress after services termination.
    - The final week, they will develop a last plan of action, which will provide direction during the weeks following discharge.
    - During the final contact, the case manager will conduct exit assessments and explain the follow-up services.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a standard state fee proposal per hour, per person, per parent, per group, per family sessions based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All costs and expenses associated with the preparation and submission of (bids, proposals, qualifications and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested *shall not* exceed the statutory state rate fees.

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NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluations and presented to Hidalgo County Board of Judges. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Juvenile Director will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have been reviewed, scored and evaluated, the Juvenile Director will present the grid to the Hidalgo County Board of Judges for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **QUALIFICATIONS: (30 Points)**
   The firm/participant(s) should provide information related to its Qualifications. The firm/participant(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Youth Adverted from Delinquency Program Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
   The firm/participant(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required for "Youth Adverted from Delinquency Program Services" for "Judge Mario E. Ramirez, Jr. Firm/participant(s) should include any local issues or concerns that directly affect the Counselor(s) understanding of the project.

3. **COST: (20 Points)**
   Provide state fee cost per hour, per juvenile, parent, group, family group session as requested in scope of services and requirement herein. **Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested *shall not* exceed the statutory state rate fees.**

4. **EXPERIENCE/ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**
   The firm/participant(s) should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

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NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan will be reviewed and considered for award. Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for - "Youth Adverted from Delinquency Program Services". Accuracy and completeness are essential. Hidalgo County /Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

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EXHIBIT B

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"YOUTH ADVERTED FROM DELINQUENCY PROGRAM SERVICES"

RFP No.: 2011-286-00-00CGA

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SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. **QUALIFICATIONS:**
   The "Youth Adverted in Delinquency Program Services" should provide information related to its qualifications, experience. The "Youth Adverted from Delinquency Program Services" provider must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State of Board of Examiners of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:**
   The Licensed "Counselor(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Youth Adverted from Delinquency Program Services" by the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the Request For Proposal. Counselor(s) should include any local issues or concerns that directly affect the Counselor(s) understanding of the project.

3. **COST:**
   Provide state fee cost per hour, per juvenile, parent, group, family group session as requested in scope of services and requirements. **Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested *shall not* exceed the statutory state rate fees.**

4. **EXPERIENCE/ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":**
   The "Youth Adverted from Delinquency Program Services should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc., in other "Juvenile Probation Counseling Services".

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JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"LICENSE PROFESSIONAL COUNSELOR(S)"
RFP NO: 2011-038-05-04-CGA

RFP EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. **QUALIFICATIONS:** The "Youth Adverted in Delinquency Program Services should provide information related to its qualifications, experience. The "Youth Adverted in Delinquency Program Services must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.	0-30	_____
Comments/Rationale For Points:_____		
2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** The "Youth Adverted in Delinquency Program Services must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Youth Adverted in Delinquency Program Services" by Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.	0-20	_____
Comments/Rationale For Points:_____		
3. **COST:** Provide state fee cost per hour, per juvenile, parent, group, family group session as requested in scope of services and requirements. **Hidalgo County requests that any/all participant(s) submitting a proposal fee(s) as being requested, *shall not* exceed the statutory state rate fees. Pool/Roster for "**Youth Adverted in Delinquency Program Services **will be on an "As Needed Basis" per juvenile, parent, group, family group.**	0-20	_____
Comments/Rationale For Points:_____		
4. **EXPERIENCE/ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** The "Youth Adverted in Delinquency Program Services should provide as much background information as to it's experiences in providing similar services to juveniles, parents, etc., in other "Juvenile Probation Counseling Services".	0-30	_____
Comments/Rationale For Points:_____		
	Total	_____

Provider: _____

Evaluator: _____ Date: _____

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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

SEP 28 2011

MEMORANDUM

TO: Israel "Buddy" Silva, Director
Hidalgo County Juvenile Probation

ATTN: Elena Gaitan

FROM: Cris Ayala, Buyer III
Hidalgo County Purchasing Department

DATE: September 28, 2011

RE: APPROVAL OR DISAPPROVAL OF REQUIREMENTS / RFP- SPECIFICATIONS / QUALIFICATIONS FOR: HIDALGO COUNTY JUVENILE PROBATION- "LICENSED PROFESSIONAL COUNSELORS"

Please review the enclosed template for **RFP - HIDALGO COUNTY JUVENILE PROBATION –"LICENSED PROFESSIONAL COUNSELORS"** and state if the RFP meets all your requirements by marking approve (or) disapprove and signing below.

Please respond by no later than 3:00 p.m., Wednesday, October 5, 2011, with any additions, deletions and/or changes to the specifications".

If you have any questions/concerns in regards to this project, please call Cris Ayala at 292-7000 Ext 4867.

APPROVE ☑ DISAPPROVE ☐ (Attach Changes)

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____ Other (specify) _____

BUDGET ACCOUNT #: ~~1-1100-423-60-330-002-031~~ /ADVERTISEMENT ACCT: 1-1100-423-60-330-002-0-59

Israel "Buddy" Silva 9-29-11

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

RFP NO: 2012-009-00-00CGA	BUYER III: Gricelda (Cris) Ayala	Tel. No: (956) 318-2626

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REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"EXPANSION POOL FOR LICENSED PROFESSIONAL COUNSELORS FOR HIDALGO COUNTY JUVENILE JUSTICE CENTER"

_____, 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

1. Sealed proposals will be received for **"Expansion Pool for Licensed Professional Counselors for Hidalgo County Juvenile Justice",** 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: 2012-009-00-00CGA- Expansion Pool for Licensed Professional Counselors for Hidalgo County Juvenile Justice Center"** 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, October 05, 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 REFERENCE TO: RFP No: 2012-009-00-00CGA- Expansion Pool for Licensed Professional Counselors for Hidalgo County Juvenile Justice Center".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to: cris.villarreal@co.hidalgo.tx.us BY NO LATER THAN Wednesday, _____,2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, _____, 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.

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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

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in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful proposer
b) Name and address of receiving department or official
c) Purchase Order Number and Contract Number (if any)
d) Notation – "**Hidalgo County – Expansion Pool for Licensed Professional Counselors for Hidalgo County Juvenile Justice Center"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., _____, 2011
Project/Anticipated Award Date: _____, 2012
Commence Work or Deliver Products **_____, 2012**

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~~

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~~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

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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.

24. 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 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.

25. 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.

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 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.

27. 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.

28. 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

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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.

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 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.

31. 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.

32. 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.

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REQUEST FOR PROPOSAL

HIDALGO COUNTY
"EXPANSION POOL FOR LICENSED PROFESSIONAL COUNSELORS FOR HIDALGO COUNTY JUVENILE JUSTICE CENTER"
RFP NO: 2012-009-00-00CGA

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:_____

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EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"EXPANSION POOL FOR LICENSED PROFESSIONALCOUNSELOR(S)"

RFP NO: 2012-009-00-00-CGA

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JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"EXPANSION POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)"

RFP NO: 2012-009-00-00-CGA

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Counselor(s)" in order to establish an "Expansion" to the existing "Pool" of Licensed Professional Counselors" on an "As Needed Basis". Counseling Services "Pool/Roster" shall be in concurrence with the existing Pool and/or for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Counselor(s) Request For Proposals will be accepted until 9:30 A.M., Wednesday, _____. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:
RFP Number: 2012-009-00-00-CGA

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I-GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, _____, 2012 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

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Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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:

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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.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. (If applicable)

SECTION II - 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.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed professional counselor(s) who are qualified as a "Licensed Professional Counselor". The person(s) directly performing the counseling services are required to be licensed counselor(s). Credentials, qualifications to perform necessary services must be submitted. 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 firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

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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 a qualified license professional counselor(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish an "Expansion" to the existing "Pool" of qualified licensed professional counselor(s) who are qualified, licensed and meet the following specifications/requirements:

1. Have experience in counseling intervention juvenile age population, family, group, etc.;
2. Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
3. Experience with providing counseling services with other "Juvenile Probation" entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;
6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, family, group;
8. Each juvenile, family, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, family, group, etc.;
14. Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law";
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, family, group;
16. Services must be provided on an "As Needed Basis", upon request and approval by "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
17. An "Pre-Assessment" and "Final Assessment" study plan shall be submitted with a summary report upon request at any time by the "Chief Probation Officer" and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria, refusal or failure to attend or participate in treatment services, failing to abide by the client's treatment's plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The "Licensed Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
21. Consult/Orientate with the "Chief Probation Officer, Probation Officers" regarding cases assigned;
22. Licensed Professional Counselor(s) with preferred experience in the following:
    i. criminal/gang orientation
    ii. aggressive behavior
    iii. lack of victim empathy
    iv. substance abuse

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v. educational issues
vi. issues with authority
vii. lack of pro social values
viii. emotional/mental health disorders
ix. impulsive-aggressive behaviors
x. low intellectual capacity
xi. educational issues
xii. chaotic home environment

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) are to provide a fee proposal as per hour, per individual, per group, per family, per sessions based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services and will terminate in concurrence with the existing pool. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

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 / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluations and presented to Hidalgo County Board of Judges. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Juvenile Director will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have been reviewed, scored and evaluated, the Juvenile Director will present the grid to the Hidalgo County Board of Judges for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice

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1. LICENSED PROFESSIONAL COUNSELOR(S): (30 Points)
The "Licensed Professional Counselor(s) should provide information related to its Qualifications. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)
The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

3. COST: (20 Points)
Provide fee cost per individual, family, group, per hour sessions as requested in scope of services and requirements.

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)
The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar counseling services to juveniles, family, groups, etc."

NEGOTIATION PROCESS:
Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Counseling Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by no later than 9:30 a.m. on Wednesday, _____, 2011.
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

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EXHIBIT "B"

EVALUATION CRITERIA

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"EXPANSION POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)"
RFP NO: 2012-009-00-00-CGA

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B.

Proposals will be graded on a 100-point system with emphasis on ability to service "Judge Mario E. Ramirez, Jr. Juvenile Justice Center".

1. LICENSED PROFESSIONAL COUNSELOR(S):
   The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. UNDERSTANDING THE SERVICES/METHODOLOGY:
   The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

3. COST:
   Provide fee cost per hour for individual counseling, family counseling, group counseling, initial clinical intake services, attend juvenile justice court of law, consultation session as requested in scope of services and requirements.

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES":
   The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to individual counseling, family counseling, group counseling, in other "Juvenile Probation Counseling Services".

DRAFT

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
"EXPANSION FOR: LICENSE PROFESSIONAL COUNSELOR(S)"
RFP NO: 2012-009-00-00-CGA

RFP EVALUATION FORM

Selection Criteria	Points	Score

1. LICENSE PROFESSIONAL COUNSELOR(S):

The "Licensed Professional Counselor(s) should provide information related to its qualifications, experience. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

30 Points _____

Comments/Rationale For Points: _____

2. UNDERSTANDING THE SERVICES/METHODOLOGY:

The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

20 Points _____

Comments/Rationale For Points: _____

3. COST:

Provide fee cost per hour for individual counseling, family counseling, group counseling, initial clinical intake services, attend juvenile justice court of law, consultation session as requested in scope of services and requirements.

20 Points _____

Comments/Rationale For Points: _____

4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"

The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar services to individual counseling, family counseling, group counseling, in other "Juvenile Probation Counseling Services".

30 Points _____

Comments/Rationale For Points: _____

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

DRAFT

AI-29906 **11. G.**

CC CONSENT

Meeting Date: 12/06/2011

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

Department: COMM. PCT. #2

Information

CAPTION

Request approval for payment on Invoice #3068 in the amount of $4,800.00 from R. Gutierrez Engineering Corporation, Contract #C-10-376-12-14, for the Lopezville Park Expansion Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-452-00-122-054-0-719

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

BUDGETARY IMPACT:

PO #666530 available balance $6,000.00 as of 11/30/2011

Note:WA#7

Attachments

Inv. #3068 R. Gutierrez Engineering

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 10:28 AM
Budget & Management	Merlen P. Munoz	12/01/2011 10:36 AM
Roland Garcia	Rolando Garcia	12/01/2011 11:26 AM
Auditor's Office	Arcilia Duran	12/02/2011 03:29 PM

Form Started By: Yolanda Cisneros Started On: 11/30/2011 11:47 AM

Final Approval Date: 12/02/2011

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 3068
Tuesday, November 29, 2011

Invoice

To: Hidalgo County Precinct No. 2
300 W. Hall Acres
Suite G
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG10.107 Lopezville Park Expansion

Project Manager: Ramiro Gutierrez
Professional Services for the Period: 11/8/2011 to 11/29/2011

Billing Group: 01 *Phased Fixed Fee*

Boundary Surveys

Contract #: *C-10-376-12-14(WA#7)(PO#666530)*

Billing Fee: $6,000.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Title Reports	1,200.00	0.00	0.00	0.00	0.00
Boundary Surveys	4,800.00	100.00	4,800.00	0.00	4,800.00
			Total Phases:		***$4,800.00***

Phase Billing Totals: ***$4,800.00***

Billing Group Subtotal: 4,800.00

Project Totals:

****** Total Project Invoice Amount:*** ***$4,800.00***

Ramiro Gutierrez
President

INVOICE RECEIVED BY: Olga Lerma ON 11/29/11
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 11/29/11

PO # 666530
1-1342-452-00-122-054-0-719
Req # 205736

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm #486 • Surveying Firm #101650

EXHIBIT-A
METES AND BOUNDS DESCRIPTION
OF
(50.00 FOOT ACCESS EASEMENT)
A 0.58 OF AN ACRE OF LAND OUT OF
A 10.00-ACRE TRACT OUT
OF LOT 4, BLOCK 6,
JOHN CLOSNER et. al. SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUME 0, PAGE 4, M.R.H.C.

Being a 0.58 of an acre of land out of a 10.00-acre tract out of Lot 4, Block 6, John Closner et. al. Subdivision, Hidalgo County, Texas, as per map recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas. Said 10.00-acre tract is vested to Solida Administrador de Portafolios, S.A. de C.V., a Mexico corporation from Inter National Bank, a national banking association by virtue of a Special Warranty Deed dated November 24, 2010, and recorded in Document No. 2158186, Official Records of Hidalgo County, Texas, Said 0.58 of an acre of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Northeast corner of Lot 4, Block 6, John Closner et. al. Subdivision, **Thence**, North 81 degrees 31 minutes 00 seconds West, with the North line of Lot 4, Block 6, John Closner et. al. Subdivision, a distance of 499.44 feet to a cotton picker spindle set at the Northwest corner of said 10-00 acre tract; Thence South 08 degrees 29 minutes 00 seconds West, with the West line of said 10-00 acre tract, a distance of 20.00 feet to a No. 4 rebar found at the South Right of Way line of Minnesota Road for the Northwest corner of this tract of land and the **POINT OF BEGINNING**;

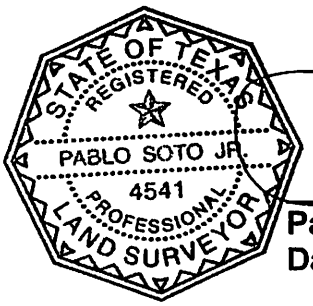
THENCE, South 81 degrees 31 minutes 00 seconds East, with the South Right of Way line of said Minnesota Road, a distance of 50.00 feet to a No. 4 rebar set (with plastic cap stamped RGEC) for the Northeast corner of this tract of land;

THENCE, South 08 degrees 29 minutes 00 seconds West, parallel to the East line of said Lot 4, Block 6, a distance of 503.31 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southeast corner of this tract of land;

THENCE, North 81 degrees 31 minutes 00 seconds West, parallel to the North line of said Lot 4, Block 6, a distance of 50.00 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Southwest corner of this tract of land;

THENCE, North 08 degrees 29 minute 00 seconds East, with the West line of said 10.00-acre tract, a distance of 503.31 feet to feet to the **POINT OF BEGINNING** and containing 0.58 of an acre of land, more or less;

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 11/28/11

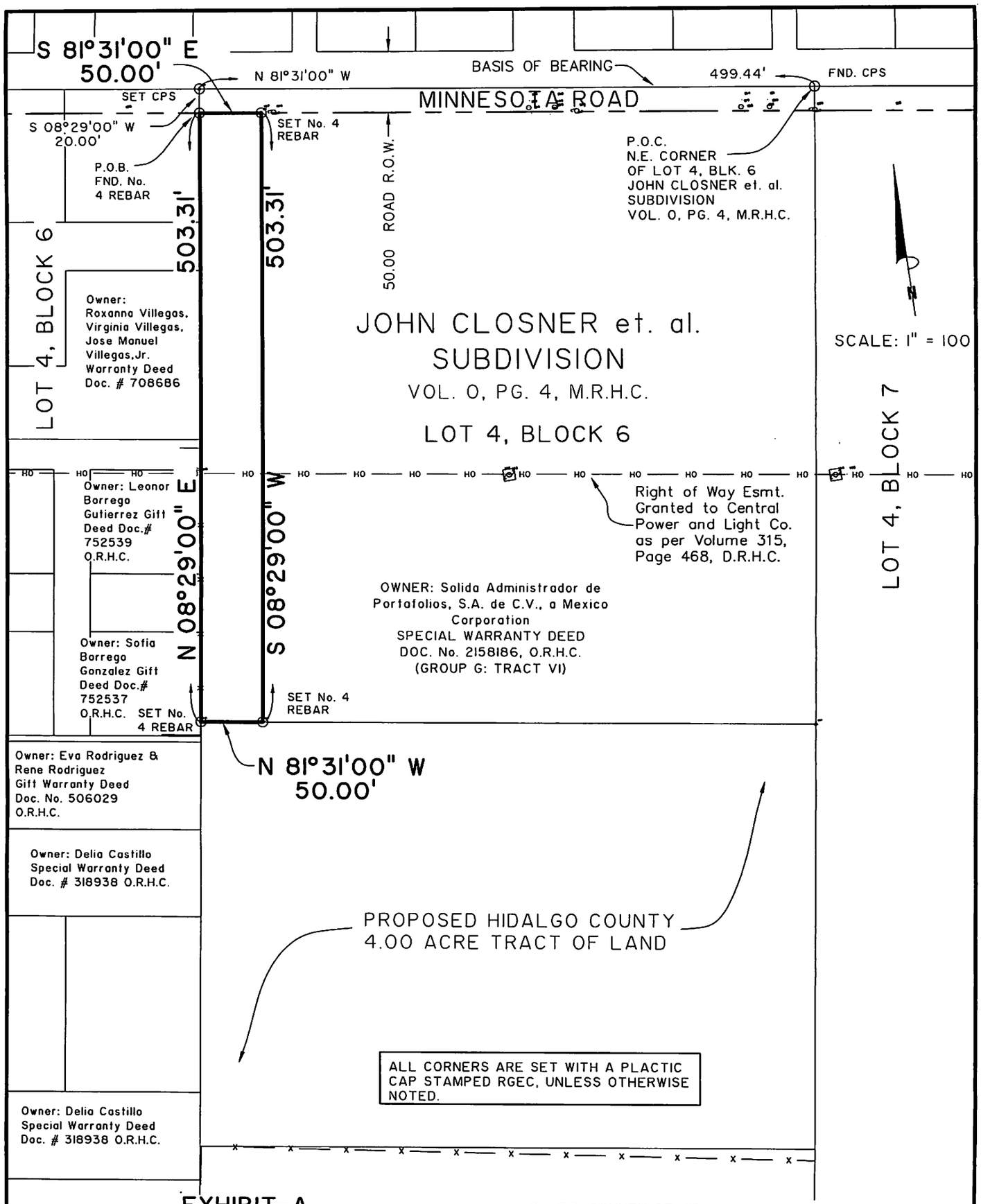


EXHIBIT-A
SURVEY PLAT
OF
(50.00 FOOT ACCESS EASEMENT)
A 0.58 OF AN ACRE OF LAND OUT OF A 10.0-ACRE TRACT OUT OF LOT 4, BLOCK 6, JOHN CLOSNER et. al. SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 0, PAGE 4, M.R.H.C.

OWNER: COUNTY OF HIDALGO
WARRANTY DEED
DOC. No. 508550, O.R.H.C.

PROPOSED INSURED:
THE COUNTY OF hIDALGO

Any certification expressed or implied herein is invalid without the original signature and seal of Pablo Soto, Jr. Alteration of this document, except by a licensed land surveyor is illegal.

I, Pablo Soto, Jr., hereby state that this survey was performed on the ground under my supervision and that this survey correctly represents the facts found at the time of the survey.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 11/28/14

GF No.: 127215

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-00

JOB No.: ENGI0.107	DATE: NOV. 28 2011
DRAWN BY: RG	PAGE: 3 OF 3

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm #486 • Surveying Firm #101650

EXHIBIT-A
METES AND BOUNDS DESCRIPTION
OF
A 4.00-ACRE TRACT OF LAND OUT OF
A 10.00-ACRE TRACT OUT
OF LOT 4, BLOCK 6,
JOHN CLOSNER et. al. SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN
VOLUME 0, PAGE 4, M.R.H.C.

Being a 4.00-acre tract of land out of a 10.00-acre tract out of Lot 4, Block 6, John Closner et. al. Subdivision, Hidalgo County, Texas, as per map recorded in Volume 0, Page 4, Map Records of Hidalgo County, Texas. Said 10.00-acre tract is vested to Solida Administrador de Portafolios, S.A. de C.V., a Mexico corporation from Inter National Bank, a national banking association by virtue of a Special Warranty Deed dated November 24, 2010, and recorded in Document No. 2158186, Official Records of Hidalgo County, Texas, Said 4.00-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a cotton picker spindle found at the Northeast corner of Lot 4, Block 6, John Closner et. al. Subdivision, **Thence**, South 08 degrees 29 minutes 00 seconds West, with the East line of Lot 4, Block 6, John Closner et. al. Subdivision, a distance of 523.31 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

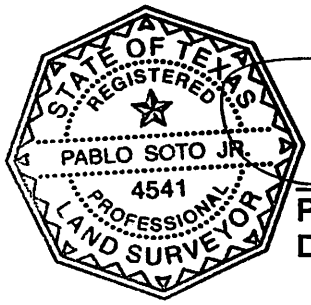
THENCE, continuing South 08 degrees 29 minutes 00 seconds West, with the East line of said Lot 4, Block 6, a distance of 348.87 feet to a No. 5 rebar found at the Southeast corner of said 10.00-acre tract for the Southeast corner of this tract of land;

THENCE, North 81 degrees 31 minutes 00 seconds West, with the South line of said 10-00-acre tract, a distance of 499.44 feet to a No. 5 rebar found at the Southwest corner of said 10.00-acre tract for the Southwest corner of this tract of land;

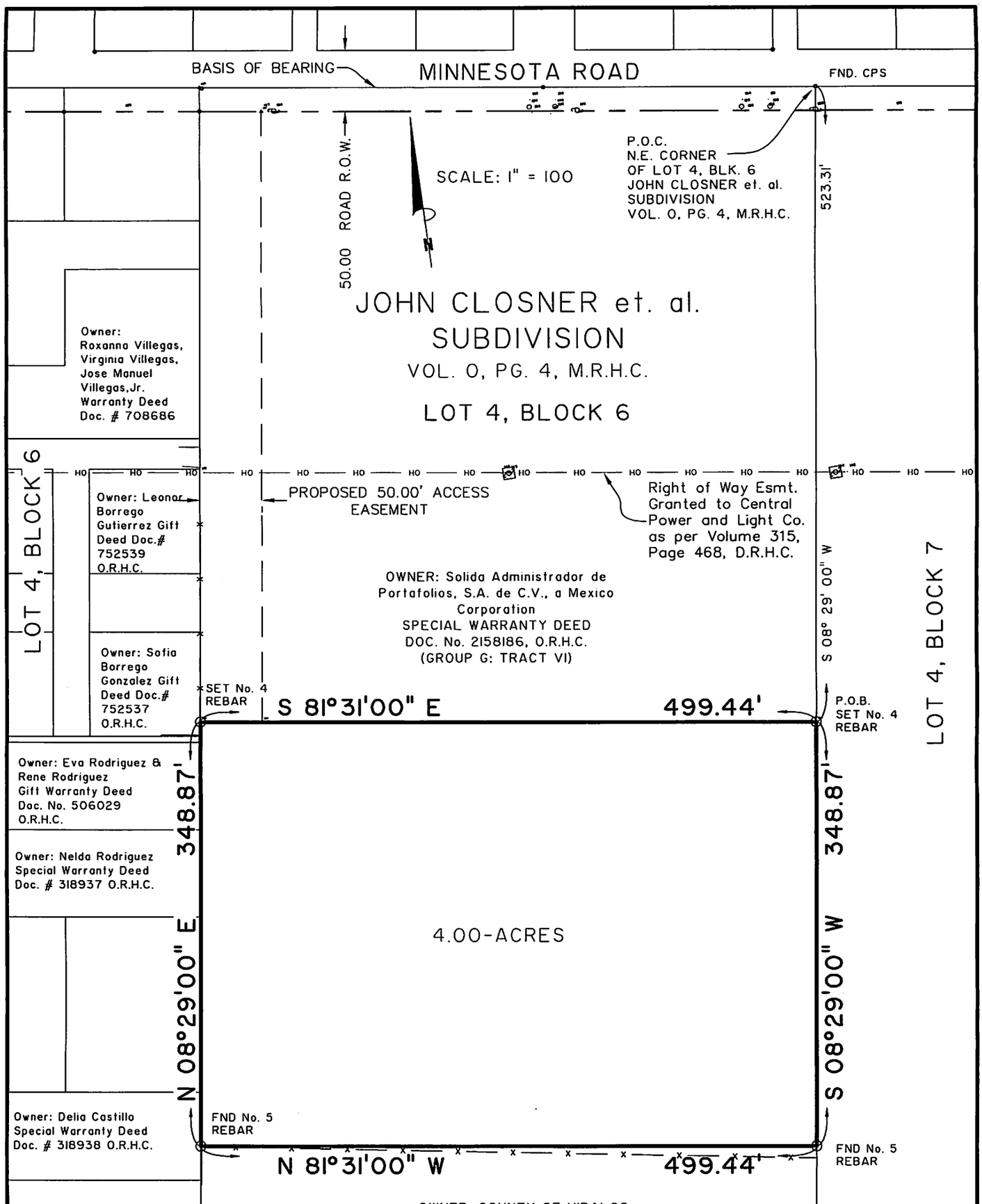
THENCE, North 08 degrees 29 minute 00 seconds East, with the East line of said 10.00-acre tract, a distance of 348.87 feet to a No. 4 rebar set (with a plastic cap stamped RGEC) for the Northwest corner of this tract of land;

THENCE, South 81 degrees 31 minutes 00 seconds East, parallel to the South line of said Lot 4, Block 6, a distance of 499.44 feet to the **POINT OF BEGINNING** and containing 4.00-acres of land, more or less;

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541
Date: 11/28/11



OWNER: COUNTY OF HIDALGO
WARRANTY DEED
DOC. No. 508550, O.R.H.C.

ALL CORNERS ARE SET WITH A PLACTIC CAP STAMPED RGEC, UNLESS OTHERWISE NOTED.

PROPOSED INSURED:
THE COUNTY OF HIDALGO

EXHIBIT-A
SURVEY PLAT
OF
A 4.00-ACRE TRACT OF LAND OUT OF A 10.0-ACRE TRACT OUT OF LOT 4, BLOCK 6, JOHN CLOSNER et. al. SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 0, PAGE 4, M.R.H.C.

Any certification expressed or implied herein is invalid without the original signature and seal of Pablo Soto, Jr. Alteration of this document, except by a licensed land surveyor is illegal.

I, Pablo Soto, Jr., hereby state that this survey was performed on the ground under my supervision and that this survey correctly represents the facts found at the time of the survey.

STATE OF TEXAS
REGISTERED
PABLO SOTO JR.
4541
PROFESSIONAL
LAND SURVEYOR

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: 11/28/11

GF No.: 127215

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-00

JOB No.: ENGI0.107	DATE: NOV. 28, 2011
DRAWN BY: RG	PAGE: 3 OF 3

R. Gutierrez Engineering Corporation

November 29, 2011

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres
Suite G
Pharr, TX 78577

RE: Lopezville Park Expansion Survey Parcels – Invoice
ENG10.107

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed the boundary survey parcels for this project and have submitted them to the Right of Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

AI-29905 **11. H.**

CC CONSENT

Meeting Date: 12/06/2011

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval for Payment Application No.1 in the amount of $100,841.25 from Mission Paving Company, Inc., awarded contractor for "El Dora Road Improvement Project", Contract #C-11-043B-06-28 as certified for payment by project engineer, Raul E. Sesin, with the authority to issue payment after audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-052-0-731

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

BUDGETARY IMPACT:

PO #662858 available balance $128,732.17 as of 11/30/2011.

Attachments

Application #1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 10:28 AM
Budget & Management	Merlen P. Munoz	12/01/2011 10:35 AM
Roland Garcia	Rolando Garcia	12/01/2011 11:20 AM
Auditor's Office	Arcilia Duran	12/02/2011 03:27 PM

Form Started By: Yolanda Cisneros Started On: 11/30/2011 11:35 AM

Final Approval Date: 12/02/2011

APPLICATION FOR PAYMENT NO. 1

To: **HIDALGO COUNTY** (OWNER)
From: **MISSION PAVING COMPANY, INC.** (CONTRACTOR)
Contract: **C-11-043B-06-28**
Project: **ELDORA ROAD STREET AND DRAINAGE IMPROVEMENTS PROJECT**
Owner's Contract No. **C-11-043B-06-28** Engineer's Project No. 2011-043-06-15-MSS
For Work accomplished through the date of: **October 25, 2011**

1. Original Contract Price:		$ 119,255.77
2. Net change by Change Order and Written Agreements(+or-):		$ 9,476.40
3. Current Contract Price (1 plus 2):		$ 128,732.17
4. Total completed and stored to date:		$ 112,045.83
5. Retainage (per Agreement):		
10% of completed Work:	$ 11,204.58	
10% of stored material	$ -	
Total Retainage:	$ 11,204.58	
6. Total completed and stored to date less retainage (4 minus 5)		$ 100,841.25
7. Less previous Application for Payments:		$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 100,841.25

Accompanying Documentation:

PO # 662858
1-1200-431-00-122-052-0-731
Req # 201333

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 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 11/9/11

Mission Paving Company, Inc.
CONTRACTOR
By: Miratala T. Chapa
Miratala T. Chapa, Treas./Asst. Sec.

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9th day of November, 2011.

NORMA N. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

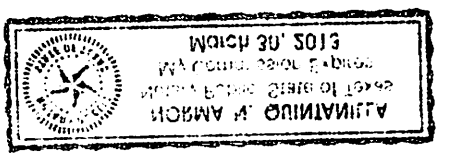
Norma N. Quintanilla
Notary Public
My Commission expires: 3/30/13

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 11/14/11

HIDALGO COUNTY PLANNING DEPT.
ENGINEER
By: JE Jr PE

INVOICE RECEIVED BY:
Olga Lerma ON 11/22/11
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 11/22/11


NORMA A. QUINTANILLA

Mission Paving Company, Inc. — Contractor Name
9/22/2011 — Starting Date
12/20/2011 — Project Ending Date
Mr. Raul Sasin, P.E. — Engineer's / County Project Description

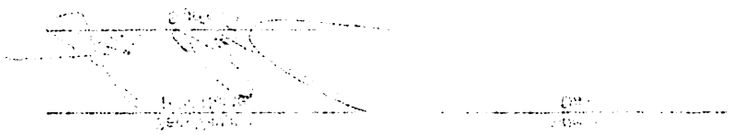
Application No.: 1
Application Date: 10/25/2011
Period To: 10/31/2011
Engineer's / County Project No.: 2011-043-06-15-MSS

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)	Fourth Month Monthly Quan	Fourth Month QTY to Date	Fourth Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		DRAINAGE: ALTERNATE #1																						
1		Type "F" (SPL-1) With Extensions	E.A.	$ 4,021.55	8.0	32,172.40	$ -	0.0	-	3	3	12,064.65	0	0	-	-	-	-	-	-	-	12,064.65	5.0	20,107.75
2		Type "C-C" Inlet with Concrete Apron	E.A.	$ 3,960.25	3.0	11,880.75	$ -	0.0	-	3	3	11,880.75	0	0	-	-	-	-	-	-	-	11,880.75	0.0	0.00
3		Type "A" Inlet With Extensions	E.A.	$ 3,907.75	1.0	3,907.75	$ -	0.0	-	6	6	23,446.50	0	0	-	-	-	-	-	-	-	23,446.50	+5	-19,538.75
4		24" Safety End Treatment	E.A.	$ 1,475.45	2.0	2,950.90	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	-	-		2.0	2,950.90
5		18" RCP-RJ Cl III	L.F.	$ 30.25	334.0	10,103.50	$ -	0.0	-	334	334	10,103.50	0	0	-	-	-	-	-	-	-	10,103.50	0.0	0.00
6		24" RCP-RJ Cl III	L.F.	$ 25.10	1,413.0	35,466.30	$ -	0.0	-	1269	1413	31,851.90	0	0	-	-	-	-	-	-	-	31,851.90	144.0	3,614.40
7		Gravel Bedding & Backfill for Strom	L.F.	$ 5.96	1,747.0	10,412.12	$ -	0.0	-	1603	1747	9,553.88	0	0	-	-	-	-	-	-	-	9,553.88	144.0	858.24
		Drain Pipes as Per Plan Details																						
8		Trench Protection	L.F.	$ 1.50	1,747.0	2,620.50	$ -	0.0	-	1603	1747	2,404.50										2,404.50	144.0	216.00
		DRAINAGE: ALTERNATE #2																						
1		Install New 15" RCP-RJ Cl III Irrigation	L.F.	$ 39.10	116.0	4,535.60	$ -	0.0	-	80	80	3,128.00	0	0	-	-	-	-	-	-	-	3,128.00	36.0	1,407.60
		Line at Sta 25+70																						
2		Re-Route Existing Irrigation Line With 15"	L.F.	$ 32.95	75.0	2,471.25	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	-	-	-	75.0	2,471.25
		RCP-RJ Cl III																						
3		Install Irrigation Valve	E.A.	$ 504.85	2.0	1,009.70	$ -	0.0	-	1	1	504.85	0	0	-	-	-	-	-	-	-	504.85	1.0	504.85
4		Connect New Irrigation Line to Existing	L.S.	$ 1,725.00	1.0	1,725.00	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	-	-	-	1.0	1,725.00
		Line																						
1		C.O. #1 Additional Work Traffic Control	L.S.	$ 9,476.40	0.0	-	$ 9,476.40	1.0	9,476.40	0.75	0.75	7,107.30										7,107.30	0.25	2,369.10
		Total Roadway				**119,255.77**			**9,476.40**			**112,045.83**			-			-			-	**112,045.83**		**16,686.34**
		Material On Hand																						
1																								
		Total Drainage				-			-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				**119,255.77**			**9,476.40**			**112,045.83**			-			-			-	**112,045.83**		**16,686.3**

Sam Vaughn
Print Name

9-Nov-11
Date

Signature



PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hildalgo
to furnish Drainage Improvements
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by Hidalgo County.
Which improvements are described as follows:

Eldora Road Street & Drainage Improvements
Contract No. C-11-043B-06-20

In consideration of Pay Estimate No 1 in the amount of one hundred thousand eight hundred forty-one dollars & twenty-five cents DOLLAR($ 100,841.25)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Valid only upon recieving and cashing of check.

Int. MTC

Mission Paving Co., Inc.
SUPPLIER

BY: Mutala T Chapa
TITLE Treas/Asst Sec

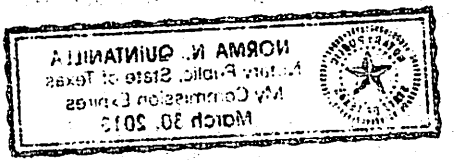
SWORN TO AND SUBSCRIBED BEFORE ME, on this the 9th day of November, 2011 to certify which witness my hand and seal of office.

NORMA N. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2013

Norma N. Quintanilla
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 3/30/13

Exhibit E-I


NORMA N. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
March 30, 2015

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County to furnish Drainage Improvements in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by Hidalgo County Which improvements are described as follows:

Eldora Road Street & Drainage Project
Contract # C-11-0431B-06-28

In consideration of Pay Estimate No 1 in the amount of one hundred one thousand eight hundred eight dollars and six cents DOLLAR($ 101,808.06)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Valid only upon Recieving and Cashing of check.

Init: MTC

Mission Paving Co., Inc.
SUPPLIER

BY: Mirtala T. Chapa
Mirtala T. Chapa TITLE Treas/Asst. Sec.

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 31st day of October, 2011 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 10/31/11

Exhibit E-I

MISSION PAVING COMPANY, INC.

The Finest in Asphalt and Concrete Paving

STREETS : SUBDIVISIONS : PARKING LOTS : TRAILER PARKS : INDUSTRIAL AREAS

P.O. BOX 949
MISSION, TEXAS 78573-0949

TELEPHONE (956) 585-4811
VALLEY WIDE 1-800-585-4811
FAX (956) 585-1616

Hidalgo County
Eldora Road - Street & Drainage Improvements
Bid Number: 2011 - 043 - 06 - 15 – MSS

July 19, 2011

RE: Construction Supplier & Subcontractor List

Project Supplier List

R.C.P. Cl III Rubber Joint, Type "F" Inlets w/ Extensions, Manholes and Safety End Sloped Ends

Rio Valley Pipe, LLC
Contact: Mr. Steve Boyd
7301 W. Expressway 83
Mission, TX 78572
Office: 956-580-2502
Cell: 956-369-5250

Please call if you have any questions.

Thank you,

Sam Vaughn, Sales Representative
Mission Paving Company, Inc.

AI-29900 **11. I.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #4731 in the amount of $16,740.00 from Guzman & Munoz Engineering & Surveying, Inc. under Contract #C-11-202-08-09-PO#665966 amid Work Authorization No. 001 for "Professional Engineering Services-Phase I Topography Surveying & Drainage Analysis and Report" of Constable Pct. 1 office building project with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

PO #665966 for Guzman & Munoz Engineering & Surveying-Amount available as of 12-2-11 $66,960.00

Attachments

Invoice Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 10:27 AM
Budget & Management	Merlen P. Munoz	12/01/2011 10:35 AM
Ivan Cantu	Ivan Cantu	12/02/2011 11:36 AM
Auditor's Office	Arcilia Duran	12/02/2011 03:24 PM

Form Started By: Vangie Garcia Started On: 11/30/2011 11:05 AM

Final Approval Date: 12/02/2011

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

INVOICE

INVOICE #4731
DATE: 11/17/2011

BIII TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

FOR:
Hidalgo County Pct. 1 Constables Office
On & Off Civil Engineering Design
Contract No. C-11-202-08-09
Work Order #1-Purchase Order #204623
$66,960.00

PO # 665966

DESCRIPTION	CONTRACT AMOUNT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPLETE	BALANCE TO FINISH
Phase 1 – Topography Surveying & Drainage Analysis and Report	$16,740.00	$0	$16,740.00	$16,740.00	100%	$0
Phase 2 - Engineering Design Services	$33,480.00	$0	$0	$0	0%	$33,480.00
Phase 3 – Services during Bidding and Construction	$16,740.00	$0	$0	$0	0%	$16,740.00
Totals	$66,960.00	$0	$16,740.00	$16,740.00	25%	$50,220.00

Project Manager's Signature

ORGINAL CONTRACT SUM	**$66,960.00**
CHANGE BY CHANGE ORDER	$0.00
CONTRACT SUM TO DATE	$66,960.00
TOTAL COMPLETE TO DATE	$16,740.00
LESS PREVIOUS INVOICES	$0.00
CURRENT PAYMENT DUE	**$16,740.00**

1-1336-421-00-220-042-0-720
16,740.00

30 NOV 2011

Pct 1 Constables Office
Alma 11/28/11

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

Constables Office On-Site & Off-Site

GMES TASK	DESCRIPTION OF WORK TASK	TYPE OF SERVICE	TOTAL COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	Phase 1 - Topography Surveying & Drainage Analysis and Report						
1.1	Project Management and Coordination	BASIC	$2,480.00	100%	$2,480.00	$0.00	$2,480.00
1.2	Survey	BASIC	$4,240.00	100%	$4,240.00	$0.00	$4,240.00
1.3	Establish Baseline Conditions	BASIC	$1,880.00	100%	$1,880.00	$0.00	$1,880.00
1.4	Identify Potential Options	BASIC	$1,500.00	100%	$1,500.00	$0.00	$1,500.00
1.5	Develop Projected Construction Costs	BASIC	$1,160.00	100%	$1,160.00	$0.00	$1,160.00
1.6	Evaluate Options and Prepare Drainage Engineering Report	BASIC	$2,320.00	100%	$2,320.00	$0.00	$2,320.00
1.7	Address Comments and Prepare Final Drainage Engineering Report	BASIC	$3,160.00	100%	$3,160.00	$0.00	$3,160.00
	SUB-TOTAL PHASE 1		$16,740.00	100%	$16,740.00	$0.00	$16,740.00
	Phase 2 - Engineering Design Services						
2.1	Project Management and Coordination	BASIC	$4,200.00	0%	$0.00	$0.00	$0.00
2.2	Survey	BASIC	$7,060.00	0%	$0.00	$0.00	$0.00
2.3	Development of Design Plans	BASIC	$7,730.00	0%	$0.00	$0.00	$0.00
2.4	Development of Specifications	BASIC	$4,610.00	0%	$0.00	$0.00	$0.00
2.5	Develop of Projected Construction Costs	BASIC	$4,630.00	0%	$0.00	$0.00	$0.00
2.6	Preparation of Bidding Documents	BASIC	$5,250.00	0%	$0.00	$0.00	$0.00
	SUB-TOTAL PHASE 2		$33,480.00	0%	$0.00	$0.00	$0.00
	Phase 3 – Services during Bidding and Construction						
3.1	Project Management and Coordination	BASIC	$3,390.00	0%	$0.00	$0.00	$0.00
3.2	Assistance During Bidding	BASIC	$2,270.00	0%	$0.00	$0.00	$0.00
3.3	Office Services During Construction	BASIC	$2,100.00	0%	$0.00	$0.00	$0.00
3.4	Field Services During Construction	BASIC	$5,340.00	0%	$0.00	$0.00	$0.00
3.5	Preparation of Record Drawings	BASIC	$3,640.00	0%	$0.00	$0.00	$0.00
	SUB-TOTAL PHASE 3		$16,740.00	0%	$0.00	$0.00	$0.00
	TOTAL ENGINEERING SERVICES LABOR COST		**$66,960.00**	**25.00%**	**$16,740.00**	**$0.00**	**$16,740.00**
	AMOUNT DUE THIS INVOICE:						**$16,740.00**

EXHIBIT D

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

Hidalgo County Precinct 1 New Constables Office On and Off - Site Civil Engineering

GMES TASK	DESCRIPTION OF WORK TASK	PRINCIPAL HOURS	PROJECT ENGINEER HOURS	PROJECT MANAGER HOURS	EIT HOURS	TECH / CADD HOURS	CLERICAL HOURS	SURVEYOR HOURS	3 PERSON SURVEY CREW	INSPECTOR HOURS	TOTAL HOURS	TOTAL COST PER TASK
	1 – Topography Surveying & Drainage Analysis and Report											
1.1	Project Management and Coordination	4	4	3	2	2		4			19	$2,480.00
1.2	Survey		1	2				6	24		33	$4,240.00
1.3	Establish Baseline Conditions		2	2	4	8		2			18	$1,880.00
1.4	Identify Potential Options			2	5	8					15	$1,500.00
1.5	Develop Projected Construction Costs		1	2	4	4					11	$1,160.00
1.6	Evaluate Options and Prepare Drainage Engineering Report	1	2	4	8	2	8				25	$2,320.00
1.7	Address Comments and Prepare Final Drainage Engineering Report			4	8	16	8				36	$3,160.00
	TOTAL PRELIMINARY PHASE	5	10	19	31	40	16	12	24	0	157	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL 1	$900.00	$1,200.00	$2,660.00	$3,100.00	$3,600.00	$720.00	$1,440.00	$3,120.00	$0.00		$16,740.00
	2 - Engineering Design Services											
2.1	Project Management and Coordination	4	4	8	5	8	4	4			37	$4,200.00
2.2	Survey	2		2		12	2	8	33		59	$7,060.00
2.3	Development of Design Plans	2	8	16	12	24	10	3			75	$7,730.00
2.4	Development of Specifications	2	2	8	10	15	12				49	$4,610.00
2.5	Develop of Projected Construction Costs	2	4	8	12	12	6	1			45	$4,630.00
2.6	Preparation of Bidding Documents	2	8	8	8	16	10	1			53	$5,250.00
	TOTAL DESIGN PHASE	14	26	50	47	87	44	17	33	0	318	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL 2	$2,520.00	$3,120.00	$7,000.00	$4,700.00	$7,830.00	$1,980.00	$2,040.00	$4,290.00	$0.00		$33,480.00
	3 – Services during Bidding and Construction											
3.1	Project Management and Coordination	4	4	4	2	8	2	4		2	30	$3,390.00
3.2	Assistance During Bidding	1	1	4	6	8	2				22	$2,270.00
3.3	Office Services During Construction	1	1	4	4	6	4	1			21	$2,100.00
3.4	Field Services During Construction	1	1	4	2	6	2	2	9	32	59	$5,340.00
3.5	Preparation of Record Drawings	1	1	2	2	4	4	2	16		32	$3,640.00
	TOTAL CONSTRUCTION PHASE	8	8	18	16	32	14	9	25	34	164	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL 3	$1,440.00	$960.00	$2,520.00	$1,600.00	$2,880.00	$630.00	$1,080.00	$3,250.00	$2,380.00		$16,740.00
	TOTAL ENGINEERING BASIC SERVICES LABOR COST	$4,860.00	$5,280.00	$12,180.00	$9,400.00	$14,310.00	$3,330.00	$4,560.00	$10,660.00	$2,380.00		**$66,960.00**
	TOTAL ENGINEERING BASIC SERVICES LABOR COST FOR ALL CLASSIFICATIONS	**$66,960.00**										
	TOTAL COST	**$66,960.00**										

AI-29897 **11. J.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of payment for Invoice #452502/01/XV in the amount of $5,604.77 submitted by Dannenbaum Engineering Company in connection to contract #C-11-147A-08-30-(PO#666228) AIA Agreement for: "Building Repairs, Renovations and/or Additions and Alterations to Count Owned Buildings located within Hidalgo County Precinct #4", PROJECT: ELECTIONS WAREHOUSE , located at 317 North Closner, Edinburg, Texas.

2. Requesting approval of payment for Invoice #452502/02/XV in the amount of $14,450.00 submitted by Dannenbaum Engineering Company in connection to contract #C-11-147A-08-30-(PO#666228) AIA Agreement for: "Building Repairs, Renovations and/or Additions and Alterations to Count Owned Buildings located within Hidalgo County Precinct #4", PROJECT: ELECTIONS WAREHOUSE , located at 317 North Closner, Edinburg, Texas.

BACKGROUND

Invoice# 452502/01/XV-DEC-C-11-147A-08-30-$ 5,604.77
Invoice# 452502/02/XV-DEC-C-11-147A-08-30-$14,450.00

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1301-414-00-130-020-0-452

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

BUDGETARY IMPACT:

Reference PO#666228 available balance $26,402.74 as of 12/01/11.

Attachments

Inv# 452502/01/XV-DEC-C-11-147A-08-30

Inv# 452502/02/XV-DEC-C-11-147A-08-30

contract C-11-147A-08-30-DEC

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 10:26 AM
Budget & Management	Merlen P. Munoz	12/01/2011 10:30 AM
Roland Garcia	Rolando Garcia	12/01/2011 01:06 PM
Auditor's Office	Arcilia Duran	12/02/2011 03:18 PM

Form Started By: Letty Saenz Started On: 11/30/2011 10:25 AM

Final Approval Date: 12/02/2011

Dannenbaum Engineering Company-McAllen LLC

Building Repairs and/or Additions, Renovations & Alterations to the Hidalgo County Elections Warehouse within Hidalgo County Precinct No. 4

Date: October 19, 2011
DEC Project Number: 452502
Hidalgo County Project No: C-11-097-05-10

Invoice Number: 452502/01/XV
Billing Period: August 30, 2011 thru September 30, 2011

C-11-147A-08-30

Monthly Billing Statement

	Budget	Percentage Complete	Earned to Date	Previously Invoiced	Current Billing	Remaining
Design Phase Services						
Project Meeting & Coordination	$ 520.62	100%	$ 520.62	$ -	$ 520.62	$ -
Final Plans - QA/QC	$ 1,253.04	100%	$ 1,253.04	$ -	$ 1,253.04	$ -
Construction Phase Services						
Construction Phase	$ 5,473.01	70%	$ 3,831.11	$ -	$ 3,831.11	$ 1,641.90
Project Closeout	$ 2,156.07	0%	$ -	$ -	$ -	$ 2,156.07
Halff Associates	$ 17,000.00	0%	$ -	$ -	$ -	$ 17,000.00
	$26,402.74	**21%**	**$ 5,604.77**	**$ -**	**$ 5,604.77**	**$ 20,797.97**

Amount Due This Invoice **$ 5,604.77**

DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC
1109 NOLANA, SUITE 208 * MCALLEN, TEXAS 78504 (956) 682-3677

NOV 10 PM 2:08

October 21, 2011

Ms. Yvonne Ramon
Hidalgo County Elections
101 South 10th Avenue
Edinburg, Texas 78539

Ref: Hidalgo County Precinct 4 - Architectural Services
Elections Warehouse Expansion

Subj: Billing – Invoice 452502/01/XV

Dear Ms. Ramon,

Enclosed please find Invoice 452502/01/XV related to architectural services performed to date for the referenced project.

The billing cycle is thru September 30, 2011.

Total Due: $5,604.77.

If you have any questions, please feel free to contact me at (956)682-3677.

Sincerely,

Louis H. Jones

Louis H. Jones, P.E.
President

cc: Steve McGarraugh, AIA
Richard D. Seitz, P.E.

Invoice rec'd by:
on 11/1/11
Goods/Services Rec'd by
on 11/1/11
1-1301-414-00-130-020-0-452
P.O.# 0000228

REC'D NOV 23 2011

DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC
1109 NOLANA, SUITE 208 * MCALLEN, TEXAS 78504 (956) 682-3677

November 23, 2011

Ms. Yvonne Ramon
Hidalgo County Elections
101 South 10th Avenue
Edinburg, Texas 78539

Ref: ***Hidalgo County Precinct 4 - Architectural Services***
Elections Warehouse Expansion

Subj: ***Billing – Invoice 452502/02/XV***

Dear Ms. Ramon,

Enclosed please find Invoice 452502/02/XV related to architectural services performed to date for the referenced project.

The billing cycle is thru October 31, 2011.

Total Due: $14,450.00.

If you have any questions, please feel free to contact me at (956)682-3677.

Sincerely,

Louis H. Jones, P.E.
President

cc: Steve McGarraugh, AIA
Richard D. Seitz, P.E.

Invoice rec'd by: _____ on 11/30/11
Goods/Services Rec'd by _____ on 11/30/11
1 -13 01-414-00-130-0200- 452
P.O.# 666224

Dannenbaum Engineering Company-McAllen LLC

Building Repairs and/or Additions, Renovations & Alterations to the Hidalgo County Elections Warehouse within Hidalgo County Precinct No. 4

Date: November 23, 2011
DEC Project Number: 452502
Hidalgo County Project No: C-11-097-05-10

Invoice Number: 452502/02/XV
Billing Period: October 1, 2011 thru October 31, 2011

Monthly Billing Statement

	Budget	Percentage Complete	Earned to Date	Previously Invoiced	Current Billing	Remaining
Design Phase Services						
Project Meeting & Coordination	$ 520.62	100%	$ 520.62	$ 520.62	$ -	$ -
Final Plans - QA/QC	$ 1,253.04	100%	$ 1,253.04	$ 1,253.04	$ -	$ -
Construction Phase Services						
Construction Phase	$ 5,473.01	70%	$ 3,831.11	$ 3,831.11	$ -	$ 1,641.90
Project Closeout	$ 2,156.07	0%	$ -	$ -	$ -	$ 2,156.07
Halff Associates	$ 17,000.00	85%	$ 14,450.00	$ -	$ 14,450.00	$ 2,550.00
	$26,402.74	**76%**	**$ 20,054.77**	**$ 5,604.77**	**$ 14,450.00**	**$ 6,347.97**

Amount Due This Invoice **$ 14,450.00**

G:\1540\4525-02 - HC Elections Warehouse Expansion\Invoices\452502 02

REC'D NOV 23 2011 HR

C-11-147a-08-30

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **30th** day of **August** in the year **2011**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
(Name, legal status, address and other information)

Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504
(956) 682-3677

for the following Project:
(Name, location and detailed description)

Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Elections Warehouse located at 317 North Closner, Edinburg, Texas within Hidalgo County Precinct No. 4

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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User Notes:
(1448629329)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined at a later date by mutual agreement

.2 Substantial Completion date:

To be determined at a later date by mutual agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes is Work in accordance with Section 3.6.5 and 4 .

§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Precinct No.4. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 DELETED.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, "The Architect's Designated Representative is: **(Steven L. McGarraugh, AIA)"**

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000 (See the attached Insurance Certificate)

.2 Automobile Liability

$1,000,000 (See the attached Insurance Certificate)

.3 Workers' Compensation

$1,000,000 (See the attached Insurance Certificate)

.4 Professional Liability

$2,000,00 / $4,000,000 (See the attached Insurance Certificate)

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work."

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1	Schedule Development and Monitoring;
§ 3.1.7.2	Programming (in coordination with Owner);
§ 3.1.7.3	Civil Design;
§ 3.1.7.4	Landscape Design;
§ 3.1.7.5	On-Site Project Representation;
§ 3.1.7.6	Record Drawings (in coordination with Contractor);
§ 3.1.7.7	Structural Design;
§ 3.1.7.8	MEP Design;
§ 3.1.7.9	Architect (in coordination with Owner).

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.3** organizing and conducting a pre-bid conference for prospective bidders;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- **.5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- **.1** procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- **.2** organizing and participating in selection interviews with prospective contractors; and
- **.3** If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

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§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner and attached hereto as Exhibit "B". Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and contractor of any observed deficiencies. Furthermore, job site meetings shall be held monthly with weekly reports provided by the Architect. In the event there are additional meetings at the Owner's request the Architect shall be entitled to charge the hourly rate for Architectural services set forth on the attached exhibit "D". Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or

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responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.4.1 DELETED.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "B" and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction

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means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11^{th}) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	Has been provided by Owner
§ 4.1.2	Multiple preliminary designs	Architect	4.2
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Included	N/A
§ 4.1.6	Building information modeling	Not Included	N/A
§ 4.1.7	Civil engineering	Architect	4.2
§ 4.1.8	Landscape design	Architect	4.2
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	4.2
§ 4.1.12	On-site project representation	Architect	4.2
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Architect	4.2
§ 4.1.15	As-Constructed Record drawings	Architect	4.2

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§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations; as defined in Section 1.1.7 of the AIA A201 – 2007 as modified by Owner attached hereto as Exhibit "B "and incorporated herein for all purposes.

.4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.7 Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and (2) or special meetings of the Commissioners Court in which the subject Project is a topic or discussion.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.3.2

(Paragraphs deleted)

DELETED.

§ 4.3.3

(Paragraphs deleted)

DELETED.

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§ 4.3.4 DELETED.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

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§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. **§ 5.12** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 6.4 DELETED

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the

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Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

§ 7.3.1 DELETED.

§ 7.4 DELETED.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 DELETED.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SECTIONS 8.2.4. – 8.3.4.3 DELETED.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due

§ 9.7 DELETED.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner and attached hereto as Exhibit "B".

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 DELETED.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials if any for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 *For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)*

The aggregate amount of Twenty Six Thousand Four Hundred Two Dollars and Seventy Four Cents
($ 26,402.74)

§ 11.2 For additional services specified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation will be based on the contract rate schedule included as part of Exhibit "D"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation will be based on the contract rate schedule included as part of Exhibit "D"

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase/Contract Admin.	Eighteen	percent (	18	%)
Project Close-Out/Warranty Phase	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

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§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "D"

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;
- **.4** Printing, reproductions, plots, standard form documents;
- **.5** Postage, handling and delivery of Instruments of Service;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- **.8** Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;

- **.11** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus .1 times of the expenses incurred. (See Exhibit "D")

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)
zero percent 0 %

§ 11.10.3 DELETED

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect

.2 AIA Document A201™–2007, General Conditions of the Contract for Construction attached hereto as Exhibit "B".

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-2007

Exhibit B - 201 Terms and Conditions (as set forth in 13.2.2 above)
Exhibit C – Insurance Certificate
Exhibit D – Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)
Ramon Garcia, County Judge
(Printed name and title)

Approved by Commissioners' Court
on 8-30-11 RO

APPROVED AS TO FORM:

Atlas & Hall, LLP

(Row deleted)
By:
(Signature)
Stephen L. Crain
(Printed name and title)

DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC

(Signature)
Louis H. Jones, P.E.
(Printed name and title)

ATTEST:

(Signature)
Arturo Guajardo Jr., County Clerk
(Printed name and title)

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General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
"Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Elections Warehouse located at 317 North Closner, Edinburg, Texas within Hidalgo County Precinct No. 4"

THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Paragraph 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by a Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attentions prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

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§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property Owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already

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in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive by making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be

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shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more

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stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this paragraph do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in

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the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of

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the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish

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the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

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§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder's risk insurance, subject to

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Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

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ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors,

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material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the

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Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that

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application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- **.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- **.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- **.5** Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or

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extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an office of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as

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may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld

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by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property

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adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

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§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of Ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	Minimum Amounts and Limits
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

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§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall

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not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification,

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contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

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§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract

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Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or

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otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other

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persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to

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payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims

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by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraph deleted)

Contractor shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

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§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 3.3, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 3.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees")

from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees

to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 Time Extensions for Unusually Severe Weather. This provision specifies the procedures for the determination of time extensions for unusually severe weather. The listing below defines the monthly anticipated adverse weather for the Contract period and is based on National Oceanic and Atmospheric Administration data for the geographical location of the Project:

Monthly Anticipated Adverse Weather Calendar Days												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2	2	1	2	3	4	3	3	5	3	2	2	32

(1) **Determination.** The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather tabulated above. The term actual adverse weather days shall include days impacted by actual adverse weather days.

(2) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated above have been incurred, the Owner will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the Project. The Owner will convert any delays to meeting the above requirements to calendar days and issue a Change Order in accordance with theses Standard General Conditions

(3) The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

15.14 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

OP ID: CM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/11

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 Barmore Insurance Agency, Inc. P.O. Box 34796 Houston, TX 77234-4796 Mike Barmore, CIC, CPA 713-209-2800 713-209-2899	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DANNE-1
INSURED Dannenbaum Engineering Corp., see comments for full name ins ETAL P O Box 22292 Houston, TX 77027	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty — 20443 INSURER B : Valley Forge Insurance Co — 20508 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			2053853648 CONTRACTUAL LIAB INCLUDED	06/01/11	06/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 700,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			C 1015348305	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $			2053853049	06/01/11	06/01/12	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 1 22022126	06/01/11	06/01/12	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
A	Professional Liab Ded $200,000			AEH 25 405 50 21 CLAIMS MADE: RET DT4/1/03	04/01/11	04/01/12	Per Claim Aggregate		2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Building Repairs and/or Additions, Renovations,and Alterations to the
Hidalgo County Elections Warehouse Located at 317 North Closner,Edinburg,
Texas Within Hidalgo County Precinct No. 4
DEC Project No. 4525-02

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
3100 S Business Hwy 281 #D
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JM Barmore

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FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties,Inc., Civil Engineering Corporation, A Dannenbaum Engineering Company; Dannenbaum Engineering Corp/Klotz Associates,Inc., A Joint Venture;Dannenbaum Environmental Corporation; Engineering Holding Corporation;Dannenbaum Engineering Company-Houston,LLC; Dannenbaum Engineering Company-Austin,LLC; Dannenbaum Engineering Company-Dallas,LLC; Dannenbaum Engineering Company-Fort Worth,LLC; Dannenbaum Engineering Company-McAllen,LLC.;Dannenbaum Engineering Company-Laredo,LLC; Grand Parkway Consultants,LLC;Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS ,Joint Venture;Dannenbaum Engineering Company-El Paso,LLC; Rio Grande Valley Drainage Consultants (RGVDC) Joint Venturers

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract.

Workers Compensation includes coverage for executive officers.

30-Day Notice of Cancellation is provided per the policy terms and conditions.

EXHIBIT "D"

Contract Rate Schedule

Dannenbaum Engineering Company - McAllen, LLC

LABOR:

Job Description	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012
Architectural				
Principal	$369.99	$388.49	$407.92	$428.32
Project Manager (VII)	$236.11	$247.92	$260.31	$273.33
Architect	$189.42	$198.89	$208.84	$219.28
CADD Operator (I) / (II)	$92.79	$97.42	$102.30	$107.41
Secretary	$83.60	$87.78	$92.17	$96.77
Surveying				
Reg. Public Land Surveyor	$184.74	$193.98	$203.68	$213.86
Project Supervisor SIT	$154.05	$161.75	$169.84	$178.33
Survey Technician	$120.61	$126.64	$132.97	$139.62
Abstractor	$96.36	$101.18	$106.24	$111.55
2-man Survey Crew	$158.90	$166.84	$175.18	$183.94
3-man Survey Crew	$190.80	$200.34	$210.36	$220.88
4-man Survey Crew	$235.47	$247.25	$259.61	$272.59
Construction Representative	$96.36	$101.18	$106.24	$111.55
Construction Manager	$160.17	$168.18	$176.59	$185.42

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.90/sq.ft.
Color Plots	$1.90/sq.ft.
Mylar Plots	$1.90/sq.ft.

***These are the aniticpated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation at the rates authorized by the Owner.

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

August 24, 2011

Leticia H. Saenz, CPPB
Contracts Manager
Hidalgo County Purchasing Department
2812 Business Highway 281
Edinburg, Texas 78539

RE: ***Building Repairs and/or Additions, Renovations and Alterations to Hidalgo County Elections Warehouse***

Subject: ***Best and Final Offer (BFO)***

Dear Ms. Saenz,

Dannenbaum is in receipt of your correspondence dated August 24 regarding submission of a best and final fee offer for ***"Building Repairs and/or Additions, Renovations and Alterations to Hidalgo County Elections Warehouse"*** as referenced above. You have requested a Best and Final Offer (BFO) for our fees for the stated project. We are pleased to offer the following fees as our Best and Final Offer:

EXHIBIT D- FEE BUDGET ESTIMATE PROPOSED BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	**$ 1.773.66**
Construction Phase Services	**$ 7,629..08**
Subtotal (Architectural Fees)	**$ 9,402.74**
Subconsultants **Halff Associates Inc**	**$ 18,000.00**
Subtotal (Engineering Fees)	**$ 18,000.00**
GRAND TOTAL	**$ 27,402.74**

BEST and FINAL OFFER (BAFO) FOR PROPOSED COST ESTIMATE --BY DANNENBAUM ENGINEERING CO.	
Design Phase Services	**$ 1,773.66**
Construction Phase Services	**$ 7,629.08**
Subtotal (Architectural Fees)	**$ 9,402.74**
Subconsultants **Halff Associates Inc**	**$ 17,000**
Subtotal (Engineering Fees)	**$ 17,000**
GRAND TOTAL	**$ 26,402.74**

We look forward to working with you to complete our contract negotiations and respectfully wish to thank Hidalgo County for the opportunity to be of service.

Sincerely,

Louis H. Jones Jr., P.E.
President

Attachments:
Exhibit"D"Contract Rate Schedule
Exhibit"D"Fee Budget Estimate

cc: Richard D. Seitz, P.E.

G:\1540\4525-02 - HC Elections Warehouse Expansion\Contracts\Contract with Hidalgo County\Best and Final Offer (08242011).doc

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County - Precinct No. 4
Project Name: Elections Warehouse Renovations and Expansion
Project Number: 4525-02

EXHIBIT "D"
FEE BUDGET ESTIMATE
BASIC SERVICES - ARCHITECTURE
HIDALGO COUNTY - PRECINCT NO. 4
DESIGN AND CONSTRUCTION PHASE SERVICES
Remodel and Alterations to Hidalgo County Elections Warehouse

Prepared by: _____
Reviewed by: _____
Checked by: _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION: PRINCIPAL (VIII) $407.92	PROJ MGR/ (VII) $260.31	SECTY $92.17	PROJ ARCH (III) (IV) $208.84	CADD OPER (I) (II) $102.30	CONST MANANGER $176.59	CONST REP $106.24	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	DESIGN PHASE SERVICES											
4200	PROJECT MEETING AND COORDINATION											
	INITIAL PROJECT MEETING AND COORDINATION				2						2	$520.62
	SUBTOTAL			0	2	0	0	0	0	0	2	$ 520.62
				$0.00	$520.62	$0.00	$0.00	$0.00	$0.00	$0.00		
4210	FINAL PLANS - QA/QC											
	REVIEW FINAL CONSTRUCTION DOCUMENTS						4				4	$835.36
	DOCUMENT REVIEW MEETING WITH HALFF ASSOCIATES						2				2	$417.68
	SUBTOTAL			0	0	0	6	0	0	0	6	$1,253.04
				$0.00	$0.00	$0.00	$1,253.04	$0.00	$0.00	$0.00		
	TOTAL HOURS - PRELIM DESIGN			**0**	**2**	**0**	**6**	**0**	**0**	**0**	**8**	
	TOTAL COST - PRELIM DESIGN			**$0.00**	**$520.62**	**$0.00**	**$1,253.04**	**$0.00**	**$0.00**	**$0.00**		**$1,773.66**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	25.00%	0.00%	75.00%	0.00%	0.00%	0.00%	100.00%	
	CONSTRUCTION PHASE SERVICES											
5050	CONSTRUCTION PHASE											
	NOTICE TO PROCEED						1				1	$208.84
	PRECONSTRUCTION CONFERENCE					1	3				4	$718.69
	SECONDARY SHOP DRAWING/SUBMITTAL REVIEW						8				8	$1,670.72
	SITE VISITS					2	6				8	$1,437.38
	INTERPRETATIONS AND CLARIFICATIONS						1				1	$208.84
	MONTHLY CONTRACTOR'S ESTIMATE					2	4				6	$1,019.70
	CHANGE ORDERS						1				1	$208.84
	SUBTOTAL			0	0	5	24	0	0	0	29	$5,473.01
				$0.00	$0.00	$460.85	$5,012.16	$0.00	$0.00	$0.00		
5060	PROJECT CLOSEOUT											
	FINAL INSPECTION					1	3				4	$718.69
	REVIEW CLOSEOUT DOCUMENTS						2				2	$417.68
	CONTRACTOR'S FINAL PAY ESTIMATE					1	1				2	$301.01
	CERTIFICATE OF COMPLETION					1	1				2	$301.01
	REVIEW RECORD AS-BUILT DRAWINGS						2				2	$417.68
	SUBTOTAL			0	0	3	9	0	0	0	12	$2,156.07
				$0.00	$0.00	$276.51	$1,879.56	$0.00	$0.00	$0.00		
	TOTAL HOURS - CONSTRUCTION PHASE			**0**	**0**	**8**	**33**	**0**	**0**	**0**	**41**	
	TOTAL COST - CONSTRUCTION PHASE			**$0.00**	**$0.00**	**$737.36**	**$6,891.72**	**$0.00**	**$0.00**	**$0.00**		**$7,629.08**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	19.51%	80.49%	0.00%	0.00%	0.00%	100.00%	
	TOTAL HOURS - DESIGN /CONSTRUCTION PHASE			**0**	**2**	**8**	**39**	**0**	**0**	**0**	**49**	
	TOTAL COST - DESIGN/CONSTRUCTION PHASE			**$0.00**	**$520.62**	**$737.36**	**$8,144.76**	**$0.00**	**$0.00**	**$0.00**		**$9,402.74**
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	4.08%	16.33%	79.59%	0.00%	0.00%	0.00%	100.00%	

DIRECT EXPENSES	NO.	UNIT	QUANTITY/UNIT		AMOUNT
PLOTTING - 11 X 17 PAPER PLOTS		SETS		PLOTS/SET	$ -
PLOTTING - 22 X 34 PAPER PLOTS		SETS		PLOTS/SET	$ -
PLOTTING - COLOR PLOTS		SETS		PLOTS/SET	$ -
MYLAR PLOTS - 11 X 17		SETS		PLOTS/SET	$ -
REPRODUCTION - 8.5 X 11 PAPER COPIES		SETS		COPIES/SET	$ -
REPRODUCTION - 11 X 17 PAPER COPIES		SETS		COPIES/SET	$ -
OVERNIGHT CARRIER COST		PKGS		EACH	$ -
AUTO EXPENSE (Mileage)		TRIPS		MI./TRIP	$ -
TOTAL DIRECT EXPENSES					**$ -**

* Travel costs include airfare, hotel, car rental and per diem.

DESIGN PHASE SERVICES	$1,773.66
CONSTRUCTION PHASE SVS	$7,629.08
OTHER DIRECT EXPENSEES	$ -
SUBTOTAL	$ 9,402.74
SUBCONSULTANTS	
HALFF ASSOCIATES	$ 17,000.00
	$ -
	$ -
SUBTOTAL	$ 17,000.00
GRAND TOTAL	**$ 26,402.74**

APPROVED

AI-28293 **23. A. 7.**
CC REGULAR
Meeting Date: 08/30/2011
Submitted For: Martha L. Salazzsr **Submitted By:** Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

1. Request authority to have "on call" contracted architect firm, Dannenbaum Engineering Co., conduct walk-through of vacant county-owned restitution center located on M Road in Precinct #4 for the purpose of drafting and developing plans, specifications, scopes of work to remodel building to accommodate county departments, programs, agencies and/or elected offices including to have project completed utilizing job order contractors proposals;

Elections--

2. Approval of an AIA form of agreement between Hidalgo County (owner) and Dannenbaum Engineering Co. (architect) for the Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Warehouse in the amount of $26,402.74;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Elections Warehouse account funding source: 1-1100-414-00-130-001-0-334

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Restitution Center-M Road funding source: Account 1336 through C/Os 2010 A & B.

Attachments

On Call-Contract-C-11-097-05-10-DEC
AIA Agreement-DEC-Elections Warehouse at Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/26/2011 11:35 AM
Budget & Management	Merlen P. Munoz	08/26/2011 12:58 PM
Purchasing Department	Marty Salazar	08/26/2011 11:35 AM
Budget & Management	Merlen P. Munoz	08/26/2011 12:58 PM
Rosalinda Cantu Auditor's Office		

Form Started By: Marty Salazar Started On: 08/26/2011 10:41 AM

CC approved on August 30, 2011

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 30, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All present
2. **Pledge of Allegiance** All
3. **Prayer** Com Quintanilla
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

A. approved

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

approved sun

2. Requesting engagement with the firm of Gil Perez for the "Provision of Legal Services/Representation in connection with Litigation"

approved **B. AI-28283** Recognition of Hidalgo County Employee and Dependent Scholarship Recipients for 2011-2012

approved **C. AI-28284** Recognition of Constable Larry Gallardo as Graduate of 2010-11 Texas Association of Counties Leadership Class

D. AI-28214 ROW Dept (1200):

1. Approval of position and employee transfers as follows:

approved

		FROM		TO	
Position Title	**Emp. No.**	**Dept**	**Slot #**	**Dept**	**Slot. #**
ROW Agent V	020109	ROW Dept 260-001	005	Pct No. 1 121-005	122
ROW Agent V	047473	ROW Dept 260-001	011	Pct No. 1 121-005	123
ROW Agent V	126365	ROW Dept 260-001	007	Pct No. 2 122-006	079
ROW Agent V	144355	ROW Dept 260-001	008	Pct No. 2 122-006	080
ROW Agent V	154008	ROW Dept 260-001	014	Pct No. 3 123-005	083
ROW Agent V	178128	ROW Dept 260-001	010	Pct No. 3 123-005	082
ROW Agent V	101907	ROW Dept 260-001	006	Pct No. 4 124-007	067
ROW Agent V	121762	ROW Dept 260-001	009	Pct. No.4 124-007	068

approved 2. Approval to delete one (1) vacant regular full time Executive Assistant II position, slot no. 012, grade 13.

CC approved on August 30, 2011

CC approved on August 30, 2011

A. AI-28200 1. Approval of 2011 Certification of New Sources of Revenue;

approved 1-2

2. Presentation of 2012 Statement of Estimated Available Resources

21. **Pct. #2 - Comm. H. Palacios:**

A. AI-28281 Pct. #2 Adm. (1200):

approved 1-2

1. Approval to change one (1) Office Clerk position, slot no. 0012 from regular part-time status to regular full-time work status, budgeted salary $18,564.00, effective next full pay period.
2. Approval of revised salary schedule.

22. **Budget & Management - Sergio Cruz:**

A. AI-28192 FY 2011 Jag grant (1282):

approved 1-4

1. Approval to accept the FY 11 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $85,520.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the FY 11 Edward Byrne Memorial Justice Assistance Grant award (JAG).
3. Approval of 2011 appropriation of funds for the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $85,520.00 (1282).
4. Approval of Salary Schedule.

B. AI-28201 Pct #4 Drainage Improvement Project (1200):

approved 1-2

1. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

2. Approval of 2011 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of $329,143.03 (Labor Reimbursements Jan. thru May 2011).

C. AI-28265 Salary Sweep (1100):

approved

Approval to transfer lapsed salaries from various departments to the Countywide Administration-Contingency account.

$ 477, 516.55

D. **Budget Appropriations:**

1. AI-28152 Supplement Court Guardianship (1250):

approved

Approval of appropriation of funds in the amount of $12,000.00 for the Supplement Court Guardianship fund (1250) to fund guardian ad litem expenditures.

23. **Purchasing Department - Marty Salazar:**

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

nothing to report

2. **Presentation for discussion, consideration and action**

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

nothing to report a-c

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

nothing to report a-c

CC approved on August 30, 2011

CC approved on August 30, 2011

b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-28195 Recommendation and request to waive the five (5) year extended reporting clause required by Hidalgo County under the professional liability insurance Exhibit C inasmuch as level of risk/liability is very low and thus not available for such professional services for the contract awarded to Brian Godinez Communiations and as further explained in supporting documentation contained and attached herein;

approved

5. AI-28229 Presentation and discussion of scoring grid of the firms responding to City of Edinburg's procurement of qualified firms for the provision of engineering services for the: Safe Routes to Schools Project participated by ECISD, City of Edinburg, County of Hidalgo (through AFA from TxDOT);

no action

6. AI-28259 a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

approved

approved

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. Criminal District Attorney s Office
2. Hidalgo County JP Technology
3. Hidalgo County Clerk

7. AI-28293 A. Request authority to have "on call" contracted architect firm, Dannenbaum Engineering Co., conduct walk-through of vacant county-owned restitution center located on M Road in Precinct #4 for the purpose of drafting and developing plans, specifications, scopes of work to remodel building to accommodate county departments, programs, agencies and/or elected offices including to have project completed utilizing job order contractors proposals;

approved

approved

B. Approval of an AIA form of agreement between Hidalgo County (owner) and Dannenbaum Engineering Co. (architect) for the Building Repairs and/or Additions, Renovations and Alterations to the Hidalgo County Elections Warehouse in the amount of $26,402.74;

B. Pct. 1

1. AI-28202 a. Acceptance and approval of Change Order #1 in the amount of $7,000.00 as submitted by Saenz Utility Contractors to Urban County (UCP-Contract #C-5209-91-0309-5000-9100-UCP-MC) and Precinct #1 (approved by CC 01-11-11) as the result of the addition and subtraction of quantities for Encinal #2 Subdivision due to redesign changes; and

approved

approved

b. Approval to pay the Change Order #1 amount of $7,000.00 as included in Invoice No. 4 with a grand total amount of $67,172.10 (previously approved by CC on 07/19/11) subject to Auditor's Office processing procedures with County Treasurer issuing check; and

approved

c. Acceptance and approval of the "Certificate Of Construction Completion" for the construction of Encinal No.2, Los Alamos and Olivarez #2 Subdivision project as submitted to Urban County and Precinct #1 by Saenz Utility Contractors pursuant to UCP Contract #5209-91-0309-5000-9100-UCP-ML (previously submitted and approved by CC on 07/19/11).

2. AI-28222 Requesting approval of reimbursement in the amount of $91,193.00 (owed to the State of Texas) payable to Texas Department of Transportation (Case #CCD-0009-A & TxDOT CSJ No. 0698-03-086) as recommended by L&G Engineering (ROW Acquisition provider for and on behalf of Hidalgo County) in relation to Highway FM 88 Project in Precinct #1 for ***Parcel 10 CCD-009-A*** with authority for County Treasurer to issue check after Auditor's processing procedures are completed.

approved

C. Pct. 2

1. AI-28169 Acceptance and approval of Work Authorization No. 5 for R. Gutierrez Engineering Corporation (Contract #C-110-376-12-14) with estimated fee of $19,200.00 for Boundary Surveying on McColl Road Off-Site Drainage Ditch.

approved

D. Pct. 3

CC approved on August 30, 2011

AI-29887 **11. K.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the additional one (1) year term option to extend/renew as provided in the current Contract# C-10-290-12-07 for the purposes of: "MAITNENANCE & REPAIR OF KITCHEN EQUIPMENT and APPLIANCES" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with ITW FOOD EQUIPMENT GROUP, LLC d/b/a HOBART SERVICE.

BACKGROUND

Extension & Contract-Hobart Service

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

Funding available as of 12-1-11 $1,207.62

2012 account budget $77,000

On an " as needed basis"

Attachments

Extension-ITW Food Equipment Group LLC-HOBART SERVICE

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 09:21 AM
Budget & Management	Merlen P. Munoz	12/01/2011 09:53 AM
Manuel Chapa	Manuel Chapa	12/02/2011 08:45 AM
Auditor's Office	Arcilia Duran	12/02/2011 03:15 PM

Form Started By: Letty Saenz Started On: 11/30/2011 08:42 AM

Final Approval Date: 12/02/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 21, 2011

Greg Garvey, Branch Manager
ITW Food Equipment Group, LLC
d/b/a **HOBART SERVICE**
1200 East Hackberry, Suite # C
McAllen, Texas 78501
P (956) 618-1817

via email greg.garvey@hobartservice.com
via facsimile (956) 618-1983
via certified mail
7099 3220 0002 9745 0393

Re: ***Extension/Renewal of Contract #C-10-290-12-07 – "Maintenance & Repair of Kitchen Equipment and Appliances" -Hidalgo County Sheriff's Office***

Dear Mr. Garvey:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the additional **ONE (1) YEAR** term as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so, as, to meet the agenda request form deadlines.

By: _____ Date: _____
Greg Garvey, Branch Manager

Additionally, we are requesting your company to provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

MEMORANDUM OF INSURANCE

DATE 28-Oct-2011

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0367. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co.**A** ZURICH AMERICAN INSURANCE COMPANY
INSURED ILLINOIS TOOL WORKS INC. 3600 West Lake Avenue Glenview, Illinois 60026-1215 United States	Co.**B** AMERICAN ZURICH INSURANCE COMPANY
	Co.**C**
	Co.**D**

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 MEMORANDUM 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (LIMITS IN USD UNLESS OTHERWISE INDICATED)	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY OCCURRENCE	GLO 9373453-08(US)	01-Nov-2011	01-Nov-2012	GENERAL AGGREGATE	USD $2,000,000
					PRODUCTS - COMP/OP AGG	USD $2,000,000
					PERSONAL AND ADV INJURY	USD $2,000,000
					EACH OCCURRENCE	USD $2,000,000
					FIRE DAMAGE (ANY ONE FIRE)	
					MED EXP (ANY ONE PERSON)	USD $10,000
A	**AUTOMOBILE LIABILITY** ANY AUTO	BAP 9373447-08 (AOS)	01-Nov-2011	01-Nov-2012	COMBINED SINGLE LIMIT	USD $3,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	

					AGGREGATE	
B A	**WORKERS COMPENSATION / EMPLOYERS LIABILITY** THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE: INCLUDED	WC 9373451-09 (AOS Ded) WC 9373452-09 (Retro - WI)	01-Nov-2011 01-Nov-2011	01-Nov-2012 01-Nov-2012	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD $1,000,000
					EL DISEASE - POLICY LIMIT	USD $1,000,000
					EL DISEASE - EACH EMPLOYEE	USD $1,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

DATE
28-Oct-2011

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PRODUCER
Marsh USA Inc.
("Marsh")

INSURED
ILLINOIS TOOL WORKS INC.
3600 West Lake Avenue
Glenview, Illinois 60026-1215
United States

ADDITIONAL INFORMATION

*GENERAL LIABILITY SUBJECT $1,000,000 SIR

AUTOMOBILE PHYSICAL DAMAGE - USD $500,000 COMP & COLL. DEDUCTIBLE

ILLINOIS TOOL WORKS INC. INCLUDING ITS BUSINESS UNITS LISTED BELOW:

ACCESSORIES MARKETING
ACME PACKAGING
ACME PACKAGING SYSTEMS
ACME DISTRIBUTOR SALES
AIM COMPONENTS
AIR MANAGEMENT
ALMA
AMERI-CAD
AMERICAN SAFETY TECHNOLOGIES
AMP
ANCHOR FASTENERS

ANCHOR STAMPINGS
ANGLEBOARD
ARK-LES
ASSEMBLY COMPONENTS
ATLANTIC MILLS
AUTO WAX
AUTOMOTIVE FINISHING
AUTOMOTIVE PROFIT PROGRAMS
AUTOMOTIVE REFINISHING
AVERY BERKEL
AVERY-WEIGH-TRONIX
B & L PLASTICS
BAGCO, INC.
BALANCE ENGINEERING
BAXTER MANUFACTURING
BAY AREA LABELS
BAYSHORE TRUCK EQUIPMENT COMPANY
BEDFORD WIRE
BEE LEITZKE
BERKEL
BERNARD WELDING COMPONENTS
BGK
BLUE RIDGE PLASTICS, LLC
BRANDS
BUEHLER INTERNATIONAL
BUILDEX
CAL SENSORS
CARGO SAFE
CCC HEAVY DUTY TRUCK PARTS CO.
CCC PARTS COMPANY
CCC PARTS COMPANY D/B/A TRUCK PARTS SPECIALISTS
CCC TRUCK PARTS COMPANY
CCI CORPORATION
CEAST
CELESTE (EFF. 2/1/2011)
CENTRAL LABELS
CFC INTERNATIONAL
CHEMTRONICS
CHRONOMATIC
CHRONOTHERM
CIP FASTENERS
CIP STAMPINGS
CODING PRODUCTS
COOLING SYSTEMS
COMMERCIAL GSE
COMPONENTS & TOOLS
CONTAINER STRAPPING
CONVERTED PRODUCTS
COVID SECURITY GROUP
CRANE CARRIER CORP
DAE LIM USA

DAHTI
DELPRO
DELTAR - TEKFAST
DELTAR ENGINEERED COMPONENTS
DELTAR I.P.A.C.
DELTAR RELEASE SYSTEMS
DESPATCH EFF. 7/22/2011
DEVCON
DIAGRAPH - LABEL GROUP
DIAGRAPH - MARKING & CODING
DIAGRAPH - MSP
DOT LABEL INC.
DOWN RIVER
DRAWFORM
DRIVE TRAIN SPECIALISTS OF TULSA, INC.
DUO FAST CONSTRUCTION
DYKEM
DYMON
DYNATEC
DYNOTECH ENGINEERING
E.H. WACHS COMPANY
ELASTOMERIC ROOFING SYSTEMS, INC.
ELECTRO STATIC TECHNOLOGY
ELECTROCAL
ELECTRONIC COMPONENT PACKAGING SYSTEMS
ENGINEERED FASTENERS
ENVISION CMOS X-RAY (EFF. 12/30/2010)
ENVOPAK US
F. B. JOHNSTON GRAPHICS, INC.
FANTAPAK INTERNATIONAL GROUP
FASTEX DISTRIBUTION
FASTEX OEM & APPLIANCE
FIBRE GLASS-EVERCOAT COMPANY
FILTERTEK
FILTRATION PRODUCTS
FILTRATION - GENEVA
FLEETWOOD - SIGNODE
FOILMARK
FOILS - PLASTICS & SECURITIES
FOILS - PRINTED PRODUCTS
FOOD EQUIPMENT GROUP NORTH AMERICA
FORMEX
FOXJET
FRANKLYNN INDUSTIRES
FUTURA COATINGS
GALE WRAP
GAYLORD INDUSTRIES
GEMA
GERRARD STRAPPING COMPANY
GSE MILITARY
GSE SCALES SYSTEMS

HARTNESS INTERNATIONAL (WORK COMP. EFF. 1/1/2011)
HEARTLAND MANUFACTURING COMPANY
HEAVY DUTY PARTS, INC.
HI-CONE
HIGH MIND
HIGHLAND
HOBART BAKERY SYSTEMS
HOBART - DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE
HOBART BROTHERS
HOBART GROUND POWER
HOLOGRAPHICS
HWA MEIR
I. KELA
IMPRO
IMTRAN
INDUSTRIAL FINISHING
INSTRON
INSULATED PRODUCTS
INSULATION SYSTEMS
INTERNATIONAL HOLOGRAPHIC PAPER (IHP)
ITW BUILDING COMPONENTS GROUP INC.
ITW CONSTRUCTION SERVICE & PARTS
ITW CONSUMER
ITW CONSUMER DEVCON/VERSACHEM
ITW FOOD EQUIPMENT LLC
ITW FINISHING EQUIPMENT AMERICAS
ITW GLOBAL BRANDS
ITW INDUSTRIAL FASTENING
ITW MULLER
ITW STRAPBINDER
ITW WINDGROUP
J & B AVIATION
J & B AVIATION CONNECTOR SYSTEMS (EFF. 7/1/2011)
JEMCO
JETLINE ENGINEERING
JIT MANUFACTURING
JIT TECHNOLOGIES
JOSEF KIHLBERG
K&K WELDING
KAIRAK
KESTER
KIWIPLAN
LEITZKE MANUFACTURING
LINX
LOCK N POP
LOMA SYSTEMS
LOVESHAW
LPS LABORATORIES
LUMEX
M&C SPECIALTIES

MAGNAFLUX
MANNHART
MARK-TEX
MAXAL INTERNATIONAL
MEDALIST
MEYERCORD REVENUE
MIDWEST INDUSTRIAL PACKAGING
MINIGRIP
MILLER ELECTRIC
MILLER WELDING AUTOMATION
MONROE PACKAGING
MULTI WALL PACKAGING (EFF. 4/4/2011)
MUMM PRODUCTS
NATIONAL FLEET SERVICES, INC.
NATIONAL FLEET SUPPLY CORPORATION
NATIONAL FLEET SUPPLY CORPORATION D/B/A BECK'S FRAME & ALIGNMENT
NATIONAL FLEET SUPPLY CORPORATION D/B/A BRAKES, INC
NATIONAL FLEET SUPPLY CORPORATION D/B/A FLEET SUPPLY OF GEORGIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A SPRING SERVICE & ALIGNMENT OF GREENVILLE SC
NATIONAL FLEET SUPPLY CORPORATION D/B/A DOUG'S DIESEL
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS COMPANY
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS OF COLUMBIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A JOINT & CLUTCH SERVICES
NATIONAL FLEET SUPPLY CORPORATION D/B/A/ C.C. / GRISSOM & SON
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCKRAFT REBUILDERS OF VIRGINIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS OF HICKORY
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS SPECIALISTS
NATIONAL TRUCK PARTS, INC
NATIONAL TRUCK PARTS OF FLORIDA
NATIONAL TRUCK PARTS OF FLORIDA D/B/A TRUCK PARTS SPECIALISTS
NATIONAL TRUCK PARTS OF GEORGIA, INC
NATIONAL TRUCK PARTS OF GEORGIA, INC. D/B/A SIKES TRANSPORTATION SERVICES
NATIONAL TRUCK PARTS OF THE MIDWEST
NATIONAL TRUCK PARTS OF THE MIDWEST D/B/A POWER CLUTCH AND DRIVE
NATIONAL TRUCK PARTS SURPLUS
NATIONAL SERVICE CENTER
NEXUS
NORTH STAR IMAGING (EFF. 12/1/2010)
NORWOOD MARKING SYSTEMS
OPTO DIODE
PACIFIC CONCEPT INDUSTRIES
PACIFIC POLYMERS, INC.
PAKTRON
PANCON U.S.
PANEL FASTENING SYSTEMS
PASLODE
PAXTON PRODUCTS
PEERLESS MACHINERY
PERMATEX

PHILADELPHIA RESINS
PILLAR TECHNOLOGIES
PLASTEC PRECISION PRODUCTS
PLASTIC PACKAGING SYSTEMS
PLASTIC RECYCLING ALLIANCE
PLASTIGLIDE
PLEXUS
PMI FOOD EQUIPMENT GROUP
POLYCRAFT
POLYMER CASTINGS
POLYMER TECHNOLOGIES
POLYSPEC NV
POWERTRAIN FASTENING
PRECISION BRAKE & CLUTCH, INC.
PRECISION BRAKE & CLUTCH, INC. DBA MARGOT
PRECISION BRAKE & CLUTCH, INC. D/B/A MARGO - GONZALES
PRECISION BRAKE & CLUTCH, INC. D/B/A TRUCK SERVICE & EQUIPMENT
PRECISION BRAKE & CLUTCH, INC. D/B/A ALL AMERICAN TRUCK CENTER
PRECISION BRAKE & CLUTCH, INC. D/B/A HEAVY DUTY PARTS & EQUIPMENT
PRO/MARK
PRODUX
PTO SALES CORPORATION
PTO SALES CORPORATION D/B/A DRIVE TRAIN SPECIALISTS, SAN DIEGO
QSA GLOBAL INC.
QUANTUM MARKETING
QUASAR INTERNATIONAL
QUIPP
RACOR
RAMSET
RANSBURG
RED HEAD
REDDI-PAC
REQUISITE TECHNOLOGY INC.
RIDE RITE
RIG PACKAGING
RIPPEY
ROCOL NORTH AMERICA
SCHNEE-MOREHEAD
SEALANT SYSTEMS INTERNATIONAL
SEXTON
SHAKEPROOF ANCHOR/MEDALIST AUTOMOTIVE PRODUCTS
SHAKEPROOF AUTOMOTIVE PRODUCTS
SHAKEPROOF GROUP
SHAKEPROOF INDUSTRIAL PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS/ALPINE SCREW
SHIPPERS LIGHTWEIGHT PRODUCTS
SHIPPERS HEAVYWEIGHT PRODUCTS
SIGNODE
SIGNODE INDUSTRY PACKAGING SYSTEMS
SIGNODE METAL PRODUCTS
SIGNODE SERVICE

SIMCO-ION INDUSTRIAL
SIMCO-ION TECHNOLOGY
SIX STATES DISTRIBUTORS, INC.
SIX STATES DISTRIBUTORS D/B/A EXCHANGE PARTS
SLIME
SMITH EQUIPMENT
SOMAT
SONOTECH
SOUTHLAND
SPACE BAG
SPARTAN COMPUTER SERVICES
SPEEDLINE TECHNOLOGIES
SPIROID
SPRAY NINE
SPRAYCORE
ST. JUDE POLYMER
STANDARD PARTS CORPORATION
STANDARD PARTS CORPORATION DBA WESTERN VIRGINIA TRUCK PARTS
STERO
STRETCH PACKAGING SYSTEMS
STRUCTURAL ELASTOMERIC PRODUCTS INC.
SUNRISE ARKANSAS
SUPERB PRODUCTS
SUPERIOR SPRING COMPANY
SUPERIOR SPRING COMPANY D/B/A HEAVY DUTY SERVICES
SWITCHES
TACC
TECH SPRAY
TEKNEK LTD. EFF. 7/8/2011
TEMPIL
TEXWIPE
THERMAL FILMS
THIELEX
TOMCO
TRANS TECH AMERICA
TRAULSEN
TRIDENT
TRILECTRON INDUSTRIES
TRIMARK
TRUCK PARTS SPECIALISTS, INC.
TRUCK PARTS SPECIALISTS, INC. D/B/A JOHN'S GEAR SHOP
U-JOINTS, INC
U-JOINTS, INC. D/B/A TRUCK PARTS SPECIALISTS
U-JOINTS, INC. D/B/A AMARILLO CLUTCH & DRIVE SHAFT
U-JOINTS, INC D/B/A DRIVE TRAIN SPECIALISTS OF ODESSA
U-JOINTS, INC. D/B/A DRIVE TRAIN SPECIALISTS OF MIDLAND
UNITED SILICONE
VALERON STRENGTH FILMS
VERTIQUE
VITRONICS SOLTEC
VORTEC

VULCAN-HART
WACHS SUBSEA, LLC
WAREHEIM AIR BRAKES, INC.
WAREHEIM AIR BRAKES, INC. D/B/A MID-ATLANTIC GEAR
WATERBURY BUCKLE/PLASTIGLIDE
WELDCRAFT WELDING COMPONENTS
WELDING NOZZLE INTERNATIONAL
WILSONART INTERNATIONAL, INC.
WITTCO FOODSERVICE EQUIPMENT
WOLF RANGE
WORKHOLDING
WYNN'S
ZIP-PAK

THE MEMORANDUM OF INSURANCE SERVES SOLELY TO LIST INSURANCE POLICIES, LIMITS AND DATES OF COVERAGE. ANY MODIFICATIONS HERETO ARE NOT AUTHORIZED.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO SERVICE CONTRACT
(C-10-290-12-07)

This **AMENDMENT** to the **CONTRACT** for **MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT AND APPLIANCES (C-10-290-12-07)** dated December 17, 2010, by and between **HIDALGO COUNTY, TEXAS** ("County") and **ITW FOOD EQUIPMENT GROUP, INC.** d/b/a **HOBART SERVICE** ("Company") is entered into between the parties effective this **14TH** day of **February, 2011.**

WHEREAS, Company and County entered into a Contract dated December 17, 2010 in which Company agreed to provide certain services for the purpose of "Maintenance and Repairs of Kitchen Equipment and Appliances" for the Hidalgo County Sheriff's Office (the "Contract");

WHEREAS, the commencement date of the Contract is hereby corrected and the Company and County now desires to amend the Service Contract to correct the mistake;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Paragraph 3 of the Contract is deleted in its entirety and replaced with the following in lieu thereof:

   3. This Contract shall be for a period of **one (1) year (on an as needed basis)** to commence on **January 1, 2011** and expire **December 31, 2011**, but in no event to exceed the $50,000.00 statutory bid limit (per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

ITW FOOD EQUIPMENT GROUP LLC
d/b/a HOBART SERVICE

By: _____
Its _____

HIDALGO COUNTY, TEXAS

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 2/14/11 RO

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

enda

February 14, 2011

B. **Pct. 1**

1. AI-25173 Recommending award of bid and approval of contract to low bidder (Universal Truckers, Inc.) meeting all specifications for: Hauling Services of Millings Material - Bid No. 2010-386-12-29-ERT.

approved

C. **Pct. 2**

1. AI-25259 a. Presentation for discussion, consideration, acceptance and approval to pay United Rental Northwest, Inc. invoice(s) #87000282-001 for the amount only of $1,322.97 with date of 04/12/2010 & #90844954-001 for $3,243.23 with date of 11/15/2010.

approved

b. Requesting payment by authorizing exemption from County Purchasing Policy.

approved

D. **Sheriff's Office:**

1. AI-25233 Approval of Amendment to Service Contract #C-10-290-12-07 with ITW Food Equipment Group LLC d/b/a HOBART SERVICE for the "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT AND APPLIANCES" for Hidalgo County Sheriff's Office (approved by CC-12/07/10) reflecting the correct commencement date of contract as 1-1-11 and expiration as 12-31-11.

approved

E. **Co. Wide**

1. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS- Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

nothing to report

19. **Closed Session:**
10:07 Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. **AI-25243** Cause #CL-10-0436-D; Jose Rodriguez v. County of Hidalgo

E. **AI-25246** Cause #709-CV-00316; Alma Sanchez v. Hidalgo Co. Sheriff's Dept.

F. **AI-25284** Cause No. C-2483-10-B; Joel Quintanilla, et al v. Rene A. Ramirez, et al

G. **AI-25291** C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

H. **AI-25293** CL-09-3518-F; Guadalupe Guzman, individually and as next friend of Angelli Nahomi Martinez and Anay Yiselle Garcia v. County of Hidalgo

20. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. **AI-25245** Cause #CL-10-0436-D; Jose Rodriguez v. County of Hidalgo

February 14, 2011

AI-25233 **18.D.1.**

HCSO-AMENDMENT-C-10-290-12-07-ITW Food Equipment Group LLC d/b/a HOBART SERVICE

CC REGULAR

Date: 02/14/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Approval of Amendment to Service Contract #C-10-290-12-07 with ITW Food Equipment Group LLC d/b/a HOBART SERVICE for the "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT AND APPLIANCES" for Hidalgo County Sheriff's Office (approved by CC-12/07/10) reflecting the correct commencement date of contract as 1-1-11 and expiration as 12-31-11.

BACKGROUND

Amendment to Service Contract #C-10-290-12-07
Contract Document C-10-290-12-07

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-423-21-280-002-0-432
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 2-10-11 $27,584.17
On an " as needed basis"

Attachments

Link: Amendment to Service Contract C-10-290-12-07
Link: Contract C-10-290-12-07-ITW Food Equipment dba HOBART SERVICE
Link: Email approval by legal counsel as to form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/10/2011 08:57 AM	APRV
2	Budget & Management	Erika Zamora	02/10/2011 09:00 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/10/2011 10:46 AM	APRV
4	Auditor's Office		02/11/2011 07:44 AM	NEW

Form Started By: Letty Saenz Started On: 02/09/2011 10:08 AM
Final Approval Date: 02/11/2011

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 09, 2011 4:56 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: FW: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

OK!!!!!!!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, February 09, 2011 4:43 PM
To: 'Martha Salazar'
Subject: RE: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

The amendment is OK.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 09, 2011 3:41 PM
To: 'Stephen L. Crain'
Cc: leticia.saenz@co.hidalgo.tx.us
Subject: FW: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

Mr. Crain:

Here is the information you requested earlier. Please review and comment as to form.

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, February 09, 2011 3:05 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Elena Gomez'
Subject: RE: Draft Amendment to Contract#C-10-290-12-07-ITW Food Equipment LLC dba Hobart Service-HCSO

Ms. Marty-

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-290-12-07

THIS CONTRACT is made and entered into this 7th day of **December, 2010** by and between the **County of Hidalgo, Texas** ("County"), and **ITW Food Equipment Group, LLC** d/b/a **Hobart Service** ("Company").

WHEREAS, Company responded to notices of Request for Sealed Quotes (RFSQ) for **"Maintenance & Repairs of Kitchen Equipment and Appliances" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and

all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **December 17, 2010** and expiring on **December 16, 2011**, but in no event to exceed the $50,000.00 statutory bid limit (per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County:	The County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company	ITW Food Equipment Group, LLC d/b/a Hobart Service 1200 East Hackberry, Suite # C McAllen, Texas 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written

notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of_____, 2010.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 12/7/10

COMPANY:
ITW Food Equipment Group, LLC d/b/a Hobart Service

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTES CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE
" MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ: 2010-290-11-08-MEG

1. Request for Sealed Quotes Letter, consisting of __1__ page.
2. Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications consisting of __4__ pages.
4. Exhibit "B" Bid Page consisting of __2__ page.
5. Exhibit "C" Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.
7. Bidder/Vendor Application, consisting of __2__ pages.
8. Tax form W-9 consisting of __4__ pages.
9. Certification Regarding Debarment, consisting of __1__ page.
10. Draft Service Contract, consisting of __8__ pages.

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) 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 missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank You,

Elena Gomez, Buyer

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 2, 2010

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR SEALED QUOTES
"Maintenance & Repairs for Kitchen Equipment & Appliances @ Jail"
RFSQ: 2010-290-11-08-MEG

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Elena Gomez, Buyer
Hidalgo County Purchasing Department

Enclosures

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"

DUE DATE: November 08, 2010

Contact Person:

Elena Gomez, Buyer
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 X 4855

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RFSQs are required with the Participants 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: **RFSQ NO. 2010-290-11-08-MEG - HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 5:00 p.m., MONDAY, NOVEMBER 08, 2010 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ 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 RFSQ. NO. 2010-290-11-08-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Participant shall not substitute items named in the RFSQ 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 Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ 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:**

- 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
Elena Gomez, Buyer
(956) 318-2626 x 4855

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Attn: Guadalupe Lupe Trevino
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Sealed Quote Opening, 5:00 PM	**November 08, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

~~. If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ 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 RFSQ, and prior to commencement of the actual work, the Participant 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 RFSQ awarded, the successful Participant'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. RFSQs, 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 Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- 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 Participant 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 Participant'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 Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ 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 Participant 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 Participant'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 Participant.

28. Successful Participant 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 RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant 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 Participant 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.

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"
RFSQ NO.: 2010-290-11-08-MEG

To: Elena Gomez, Buyer
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 Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs Of Kitchen Equipment & Appliances At County Jail"
RFSQ NO. 2010-290-11-08-MEG

SPECIFICATIONS:
Hidalgo County Sheriff's Office is seeking qualified vendors to Maintain & Repair of Kitchen Equipment & Appliances at the County Jail.

REQUIREMENTS:

- REPAIR SERVICE: All services will be performed upon request of Sheriff's Office by the awarded vendor(s) during normal business days and hours. (Unless otherwise instructed by Hidalgo County Sheriff's Office)
- REPLACEMENT PARTS: All replacement parts will be provided pursuant to the term contract.
- SERVICE CALLS: All service call will have a response within twelve (12) hours.
- All services will be done on an **"As Needed Basis".**

TERMS & CONDITIONS

1. Awarded vendor(s) should propose price for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional (1) one year but in no event to exceed the $50,000.00 (per year) statutory bid limit.
2. Hidalgo County reserves the right to continue this quote for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new quote for the next contract term.
3. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.
4. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.
5. Any contract awarded to a successful awarded vendor(s) will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
6. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.
7. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit "C" Insurance Requirements.
8. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
9. Vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting quote (if necessary).

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, Elena Gomez Buyer, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Thursday November 4, 2010 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday November 5, 2010 by 5:00 p.m.

EQUIPMENT TO BE COVERED UNDER SERVICE AGREEMENT

#	MODEL	DESCRIPTION	SERIAL #
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559
11	5GRS65F-SEFCAA	BATTERIED FRYERS W/F	481395770
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D
20	RW132W	1 SEC HOT BOX WIDE	058327-C
21	RW132W	1 SEC HOT BOX WIDE	058328-C
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435
23	84186	BUFFALO CHOPPER	561-146623
24	2612C	FOOD SLICER	146745/146747
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

Vendor must thoroughly fill in each section of the Quote Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification. **N/A if not applicable**

#	MODEL	DESCRIPTION	SERIAL #	UNIT PRICE	TOTAL PRICE
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177		
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677		
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552		
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553		
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554		
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555		
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556		
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557		
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558		
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559		
11	5GRS65F-SEFCAA	BATTERIED FRYERS W/F	481395770		
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515		
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777		
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299		
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300		
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C		
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063		
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01		
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D		
20	RW132W	1 SEC HOT BOX WIDE	058327-C		
21	RW132W	1 SEC HOT BOX WIDE	058328-C		
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435		
23	84186	BUFFALO CHOPPER	561-146623		
24	2612C	FOOD SLICER	146745/146747		
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438		

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE #: ( )_____FAX NO. :( )_____

CELL # _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B

INSURER C:

INSURER D.

INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERS & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS – COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY – EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** ☐ WC STATU-TORY LIMITS ☐ OTHER				E.L. EACH ACCIDENT $ E.L. DISEASE – EA EMPLOYEE $ E.L. DISEASE – POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CANCELLED

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

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

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	**OFFICE USE ONLY** Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

❒ Less than 125,000 annual gross receipt	❒ Black American	❒ Native American
❒ Less than 250,000 annual gross receipt	❒ Hispanic American	❒ Women
❒ Less than 499,000 annual gross receipt	❒ Asian Pacific American	❒ Other
❒ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S SEALED QUOTES

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2010-290-11-08-MEG

Vendor must thoroughly fill in each section of the Quote Page (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification. N/A if not applicable

#	MODEL	DESCRIPTION	SERIAL #	UNIT PRICE	TOTAL PRICE
1	G40TB-SEFACS	BRAISING PAN, ML52351	46-2002177	—	—
2	G40TB-SEFACS	BRAISING PAN, ML52351	46-2004677	—	—
3	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396552	846.00	846.00
4	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396553	846.00	846.00
5	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396554	846.00	846.00
6	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396555	846.00	846.00
7	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396556	846.00	846.00
8	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396557	846.00	846.00
9	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396558	846.00	846.00
10	SG4D-SEFBAD	VULCAN GAS CONVECTION	481396559	846.00	846.00
11	5GRS65F-SEFCAA	BATTERIED FRYERS W F	481395770	3010.00	3010.00
12	GH45-SEFBEZ	FOUR OPEN TOP BURNER	481393515	354.00	354.00
13	60-SEFBAZ	MED DUTY GAS RANGE	481394777	497.00	497.00
14	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398299	2616.25	2616.25
15	VCE10F-SEFAAD	VULCAN ELE FULL SIZE	481398300	2616.25	2616.25
16	FASSXLC-HOBART	20" TWIN SUPER CARBO	WT3817900C	540.00	540.00
17	972A-SEFBGE	GRIDDLE **OBSOLETE	601111063	843.00	843.00
18	SCT-763-STERO	SCT-768 STERO DISHWA	6924010-01	4717.00	4717.00
19	HEW-HOBART	HYDROBLEND HWB UNIT	WT3817900D	705.00	705.00
20	RW132W	1 SEC HOT BOX WIDE	058327-C	837.00	837.00
21	RW132W	1 SEC HOT BOX WIDE	058328-C	837.00	837.00
22	GT100E-SEFABL	STEAM KETTLE GT100E	271132435	592.00	592.00
23	84186	BUFFALO CHOPPER	561-146623	459.00	459.00
24	2612C	FOOD SLICER	146745-146747	319.00	319.00
25	14600C	MIXER BASE & PEDESTAL UNIT	311238438	474.00	474.00

EXHIBIT "B"

Quote Page

HIDALGO COUNTY SHERIFF'S OFFICE

"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"

RFSQ NO. 2010-290-11-08-MEG

BIDDER/COMPANY NAME: Hobart Service

ADDRESS: 1200. E. Hackberry #C

CITY/STATE/ZIP CODE: McAllen Tx 78501

PHONE #: (956) 618-1817 FAX NO.: (956) 618-1983

CELL # 956-587-1904

AUTHORIZED SIGNATURE:

PRINTED NAME: James S. Vestavia

TITLE: Branch Manager

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2010

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.
500 WEST MONROE STREET
CHICAGO, IL 60661
Attn: Fax 212-948-0300 or ITW.certrequest@marsh.com

300045-HOBAR-HOBAR-10-11

INSURED
ILLINOIS TOOL WORKS INC.
ITW FOOD EQUIPMENT GROUP
ATTN: VICKI LADE
701 S. RIDGE AVENUE
TROY, OH 45374-0001

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 Company	16535
INSURER B :	American Zurich Insurance Company	40142
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-002985984-18 **REVISION NUMBER:** 11

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 X $1,000,000 S.I.R. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC			GLO 9373453-07	11/01/2010	11/01/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X $500,000 DED COMP & COLL			BAP 9373447-07	11/01/2010	11/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 9373451-08 (AOS Ded) WC 9373452-08 (Retro - ID, WI)	11/01/2010 11/01/2010	11/01/2011 11/01/2011	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)
ITW FOOD EQUIPMENT GROUP INCLUDES THE FOLLOWING AS INSUREDS: HOBART (SUCCESSOR TO HOBART CORPORATION), HOBART BAKERY SYSTEMS, BAXTER MANUFACTURING, TRAULSEN, VULCAN-HART, AXIOM EQUIPMENT, AVERY BERKEL, BERKEL, CRIMSCO, GAYLORD INDUSTRIES, KAIRAK, SOMAT, STERO, WITTCO FOODSERVICE EQUIPMENT, WOLF RANGE, MANNHART, PEERLESS GROUP.
DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE.

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPT.
2812 S. HIGHWAY BUS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Katey E. Jones

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ADDITIONAL INFORMATION

CHI-002985984-18

DATE (MM/DD/YY)
12/13/2010

PRODUCER
MARSH USA INC.
500 WEST MONROE STREET
CHICAGO, IL 60661
Attn: Fax 212-948-0300 or ITW.certrequest@marsh.com

300045-HOBAR-HOBAR-10-11

INSURED
ILLINOIS TOOL WORKS INC.
ITW FOOD EQUIPMENT GROUP
ATTN: VICKI LADE
701 S. RIDGE AVENUE
TROY, OH 45374-0001

INSURERS AFFORDING COVERAGE	NAIC #
INSURER G:	
INSURER H:	
INSURER I:	
INSURER J:	

TEXT

INSURANCE COVERAGE IS SUBJECT TO POLICY EXCLUSIONS, POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPT.
2812 S. HIGHWAY BUS 281
EDINBURG, TX 78539

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Katey E. Jones

	INCLUDED				EACH EMPLOYEE	$1,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE | **DATE** 08-Nov-2010

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0367. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER
Marsh USA Inc.
("Marsh")

INSURED
ILLINOIS TOOL WORKS INC.
3600 West Lake Avenue
Glenview, Illinois 60026-1215
United States

ADDITIONAL INFORMATION

* GENERAL LIABILITY SUBJECT $1,000,000 SIR

AUTOMOBILE PHYSICAL DAMAGE - USD $500,000 COMP & COLL. DEDUCTIBLE

ILLINOIS TOOL WORKS INC. INCLUDING ITS BUSINESS UNITS LISTED BELOW:

ACCESSORIES MARKETING
ACME PACKAGING
ACME PACKAGING SYSTEMS
ACME DISTRIBUTOR SALES
AIM COMPONENTS
AIR MANAGEMENT
ALMA
AMERI-CAD
AMERICAN SAFETY TECHNOLOGIES
AMP
ANCHOR FASTENERS
ANCHOR STAMPINGS
ANGLEBOARD
ARK-LES
ASSEMBLY COMPONENTS
ATLANTIC MILLS
AUTO WAX
AUTOMOTIVE FINISHING
AUTOMOTIVE PROFIT PROGRAMS
AUTOMOTIVE REFINISHING
AVERY BERKEL
AVERY-WEIGH-TRONIX
B & L PLASTICS
BAGCO, INC.
BALANCE ENGINEERING
BAXTER MANUFACTURING
BAY AREA LABELS
BAYSHORE TRUCK EQUIPMENT COMPANY
BEDFORD WIRE
BEE LEITZKE
BERKEL
BERNARD WELDING COMPONENTS
BGK
BLUE RIDGE PLASTICS, LLC

BRANDS
BUEHLER INTERNATIONAL
BUILDEX
CAL SENSORS
CARGO SAFE
CCC HEAVY DUTY TRUCK PARTS CO.
CCC PARTS COMPANY
CCC PARTS COMPANY D/B/A TRUCK PARTS SPECIALISTS
CCC TRUCK PARTS COMPANY
CCI CORPORATION
CEAST
CENTRAL LABELS
CFC INTERNATIONAL
CHEMTRONICS
CHRONOMATIC
CHRONOTHERM
CIP FASTENERS
CIP STAMPINGS
CODING PRODUCTS
COOLING SYSTEMS
COMMERCIAL GSE
COMPONENTS & TOOLS
CONTAINER STRAPPING
CONVERTED PRODUCTS
COVID SECURITY GROUP
CRANE CARRIER CORP
DAHTI
DELPRO
DELTAR - TEKFAST
DELTAR ENGINEERED COMPONENTS
DELTAR I.P.A.C.
DELTAR RELEASE SYSTEMS
DEVCON
DIAGRAPH - LABEL GROUP
DIAGRAPH - MARKING & CODING
DIAGRAPH - MSP
DOT LABEL INC.
DOWN RIVER
DRAWFORM
DRIVE TRAIN SPECIALISTS OF TULSA, INC.
DUO FAST CONSTRUCTION
DYKEM
DYMON
DYNATEC
DYNOTECH ENGINEERING
E.H. WACHS COMPANY
ELASTOMERIC ROOFING SYSTEMS, INC.
ELECTRO STATIC TECHNOLOGY
ELECTROCAL
ELECTRONIC COMPONENT PACKAGING SYSTEMS
ENGINEERED FASTENERS
ENVOPAK US
F. B. JOHNSTON GRAPHICS, INC.
FANTAPAK INTERNATIONAL GROUP
FASTEX DISTRIBUTION
FASTEX OEM & APPLIANCE
FIBRE GLASS-EVERCOAT COMPANY
FILTERTEK
FILTRATION PRODUCTS
FILTRATION - GENEVA
FLEETWOOD - SIGNODE
FOILMARK
FOILS - PLASTICS & SECURITIES
FOILS - PRINTED PRODUCTS
FOOD EQUIPMENT GROUP NORTH AMERICA
FORMEX
FOXJET
FRANKLYNN INDUSTIRES
FUTURA COATINGS

GALE WRAP
GAYLORD INDUSTRIES
GEMA
GERRARD STRAPPING COMPANY
GSE MILITARY
GSE SCALES SYSTEMS
HARTNESS INTERNATIONAL (GENERAL LIABILTIY & AUTOMOBILE)
HEARTLAND MANUFACTURING COMPANY
HEAVY DUTY PARTS, INC.
HI-CONE
HIGH MIND
HIGHLAND
HOBART BAKERY SYSTEMS
HOBART - DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE
HOBART BROTHERS
HOBART GROUND POWER
HOLOGRAPHICS
HWA MEIR
I. KELA
IMPRO
IMTRAN
INDUSTRIAL FINISHING
INSTRON
INSULATED PRODUCTS
INSULATION SYSTEMS
INTERNATIONAL HOLOGRAPHIC PAPER (IHP)
ION SYSTEMS, INC.
ITW BUILDING COMPONENTS GROUP INC.
ITW CONSTRUCTION SERVICE & PARTS
ITW CONSUMER
ITW CONSUMER DEVCON/VERSACHEM
ITW FOOD EQUIPMENT LLC
ITW INDUSTRIAL FASTENING
ITW MULLER
ITW STRAPBINDER
J & B AVIATION
JEMCO
JETLINE ENGINEERING
JIT MANUFACTURING
JIT TECHNOLOGIES
JOSEF KIHLBERG
K&K WELDING
KAIRAK
KESTER
KIWIPLAN
LEITZKE MANUFACTURING
LINX
LOCK N POP
LOMA SYSTEMS
LOVESHAW
LPS LABORATORIES
LUMEX
M&C SPECIALTIES
MAGNAFLUX
MANNHART
MARK-TEX
MAXAL INTERNATIONAL
MEDALIST
MEYERCORD REVENUE
MIDWEST INDUSTRIAL PACKAGING
MINIGRIP
MILLER ELECTRIC
MONROE PACKAGING
MUMM PRODUCTS
NATIONAL FLEET SERVICES, INC.
NATIONAL FLEET SUPPLY CORPORATION
NATIONAL FLEET SUPPLY CORPORATION D/B/A BECK'S FRAME & ALIGNMENT
NATIONAL FLEET SUPPLY CORPORATION D/B/A BRAKES, INC
NATIONAL FLEET SUPPLY CORPORATION D/B/A FLEET SUPPLY OF GEORGIA

NATIONAL FLEET SUPPLY CORPORATION D/B/A SPRING SERVICE & ALIGNMENT OF GREENVILLE SC
NATIONAL FLEET SUPPLY CORPORATION D/B/A DOUG'S DIESEL
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS COMPANY
NATIONAL FLEET SUPPLY CORPORATION D/B/A CCC TRUCK PARTS OF COLUMBIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A JOINT & CLUTCH SERVICES
NATIONAL FLEET SUPPLY CORPORATION D/B/A/ C.C. / GRISSOM & SON
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCKRAFT REBUILDERS OF VIRGINIA
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS OF HICKORY
NATIONAL FLEET SUPPLY CORPORATION D/B/A TRUCK PARTS SPECIALISTS
NATIONAL TRUCK PARTS, INC
NATIONAL TRUCK PARTS OF FLORIDA
NATIONAL TRUCK PARTS OF FLORIDA D/B/A TRUCH PARTS SPECIALISTS
NATIONAL TRUCK PARTS OF GEORGIA, INC
NATIONAL TRUCK PARTS OF GEORGIA, INC. D/B/A SIKES TRANSPORTATION SERVICES
NATIONAL TRUCK PARTS OF THE MIDWEST
NATIONAL TRUCK PARTS OF THE MIDWEST D/B/A POWER CLUTCH AND DRIVE
NATIONAL TRUCK PARTS SURPLUS
NATIONAL SERVICE CENTER
NEXUS
NORWOOD MARKING SYSTEMS
OPTO DIODE
PACIFIC CONCEPT INDUSTRIES
PAKTRON
PANCON U.S.
PANEL FASTENING SYSTEMS
PASLODE
PAXTON PRODUCTS
PEERLESS MACHINERY
PERMATEX
PHILADELPHIA RESINS
PILLAR TECHNOLOGIES
PLASTEC PRECISION PRODUCTS
PLASTIC PACKAGING SYSTEMS
PLASTIC RECYCLING ALLIANCE
PLASTIGLIDE
PLEXUS
PMI FOOD EQUIPMENT GROUP
PACIFIC POLYMERS, INC.
POLYCRAFT
POLYMER CASTINGS
POLYSPEC NV
POWERTRAIN FASTENING
PRECISION BRAKE & CLUTCH, INC.
PRECISION BRAKE & CLUTCH, INC. DBA MARGOT
PRECISION BRAKE & CLUTCH, INC. D/B/A MARGO - GONZALES
PRECISION BRAKE & CLUTCH, INC. D/B/A TRUCK SERVICE & EQUIPMENT
PRECISION BRAKE & CLUTCH, INC. D/B/A ALL AMERICAN TRUCK CENTER
PRECISION BRAKE & CLUTCH, INC. D/B/A HEAVY DUTY PARTS & EQUIPMENT
PRO/MARK
PRODUX
PTO SALES CORPORATION
PTO SALES CORPORATION D/B/A DRIVE TRAIN SPECIALISTS, SAN DIEGO
QSA GLOBAL INC.
QUANTUM MARKETING
QUASAR INTERNATIONAL
QUIPP
RACOR
RAMSET
RED HEAD
REDDI-PAC
REQUISITE TECHNOLOGY INC.
RIDE RITE
RIG PACKAGING
RIPPEY
ROCOL NORTH AMERICA
SCHNEE-MOREHEAD
SEALANT SYSTEMS INTERNATIONAL
SEXTON
SHAKEPROOF ANCHOR/MEDALIST AUTOMOTIVE PRODUCTS

SHAKEPROOF AUTOMOTIVE PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS
SHAKEPROOF INDUSTRIAL PRODUCTS/ALPINE SCREW
SHIPPERS LIGHTWEIGHT PRODUCTS
SHIPPERS HEAVYWEIGHT PRODUCTS
SIGNODE
SIGNODE INDUSTRY PACKAGING SYSTEMS
SIGNODE METAL PRODUCTS
SIGNODE SERVICE
SIMCO
SIX STATES DISTRIBUTORS, INC.
SIX STATES DISTRIBUTORS D/B/A EXCHANGE PARTS
SLIME
SMITH EQUIPMENT
SOMAT
SONOTECH
SOUTHLAND
SPACE BAG
SPARTAN COMPUTER SERVICES
SPEEDLINE TECHNOLOGIES
SPIROID
SPRAY NINE
SPRAYCORE
ST. JUDE POLYMER
STANDARD PARTS CORPORATION
STANDARD PARTS CORPORATION DBA WESTERN VIRGINIA TRUCK PARTS
STERO
STRETCH PACKAGING SYSTEMS
SUNRISE ARKANSAS
SUPERB PRODUCTS
SUPERIOR SPRING COMPANY
SUPERIOR SPRING COMPANY D/B/A HEAVY DUTY SERVICES
SWITCHES
TACC
TECH SPRAY
TEMPIL
TEXWIPE
THERMAL FILMS
THIELEX
TOMCO
TRANS TECH AMERICA
TRAULSEN
TRIDENT
TRILECTRON INDUSTRIES
TRIMARK
TRUCK PARTS SPECIALISTS, INC.
TRUCK PARTS SPECIALISTS, INC. D/B/A JOHN'S GEAR SHOP
U-JOINTS, INC
U-JOINTS, INC. D/B/A TRUCK PARTS SPECIALISTS
U-JOINTS, INC. D/B/A AMARILLO CLUTCH & DRIVE SHAFT
U-JOINTS, INC D/B/A DRIVE TRAIN SPECIALISTS OF ODESSA
U-JOINTS, INC. D/B/A DRIVE TRAIN SPECIALISTS OF MIDLAND
UNITED SILICONE
VALERON STRENGTH FILMS
VITRONICS SOLTEC
VORTEC
VULCAN-HART
WACHS SUBSEA, LLC
WAREHEIM AIR BRAKES, INC.
WAREHEIM AIR BRAKES, INC. D/B/A MID-ATLANTIC GEAR
WATERBURY BUCKLE/PLASTIGLIDE
WELDCRAFT WELDING COMPONENTS
WELDING NOZZLE INTERNATIONAL
WILSONART INTERNATIONAL, INC.
WITTCO FOODSERVICE EQUIPMENT
WOLF RANGE
WORKHOLDING
WYNN'S
ZIP-PAK

THE MEMORANDUM OF INSURANCE SERVES SOLELY TO LIST INSURANCE POLICIES, LIMITS AND DATES OF COVERAGE. ANY MODIFICATIONS HERETO ARE NOT AUTHORIZED.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

nothing to report a-c

the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. AI-24182 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
approved

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Materials Testing Services required for Pct. #4 Projects.
approved

Firms	Scores	Ranks
RABA Kistner	95	3
Millennium Eng.	96	2
L&G Engineers	99	1

c. Authority for the Purchasing Department to negotiate a professional Materials Testing Services Contract with the No.1 ranked firm of L&G Engineers for the provision of Material Testing Services for Pct. # 4 Projects.
approved

5. AI-24225 Selection/Assignment/Designation of the Evaluation Committee to score, grade and evaluate the three nominated architectural firms of through CC action of 11-30-10 of: Mata-Villarreal-Garcia Design, LLP; ERO International, LLP; and Rike-Ogden-Figueroa-Allex Architects, Inc. in connection with the design and construction of an Additional Administration Building to house elected offices, departments, programs and/or agencies including, but not limited to, those currently housed at the leased property known as the Mediplex.
mingo pct 3
eddie gonzalez 1
yolanda chapa
humberto garza

6. AI-24112 Recommending award of bid through request sealed quotes and approval of contract documents to bidder meeting all specifications/requirements attached hereto for Hidalgo County Sheriff's Office -"Maintenance & Repair of Kitchen Equipment & Appliance at the Hidalgo County Adult Detention Center, aka, County Jail" RFSQ No.: 2010-290-11-08-MEG.
approved

7. AI-24217 a. Discussion and action to award to McGriff, Seibels & Williams and approval of final negotiations (including best and final offers for RFP No. 2010-267-10-27-OTM "Hidalgo County-Excess Workers' Compensation Insurance" (as selected by CC on 11-30-10);
approved

b. Requesting approval to purchase the insurance coverages and/or services for RFP No. 2010-267-10-27-OTM "Hidalgo County-Excess Workers' Compensation Insurance", as described in the RFP Proposal-Premiums & Fee Schedule as submitted by and through McGriff, Seibels & Williams.
approved

8. AI-23928 a. Presentation by consultant, Alamo Insurance Group, of scoring grid with recommendation on the responses received for: Group Term Life-Accidental Death and Dismemberment for formal ranking by Commissioner's Court so as to proceed with award:
approved

	Provider	Score/Grade	Rank
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

b. Approval to award to the number one (1) ranked firm of _____ with authority to purchase policy or policies for: Group Term Life-Accidental Death and Dismemberment.
approved

9. AI-24208 a. Request by CC member for Hidalgo County to exercise it's option to terminate (under

approved

AI-24112 **20.A.6.**

Award of bid -Maintenance & Repair of Kitchen Equipment & Appliance @ Jail

CC REGULAR

Date: 12/07/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Recommending award of bid through request sealed quotes and approval of contract documents to bidder meeting all specifications/requirements attached hereto for Hidalgo County Sheriff's Office -"Maintenance & Repair of Kitchen Equipment & Appliance at the Hidalgo County Adult Detention Center, aka, County Jail" RFSQ No.: 2010-290-11-08-MEG.

BACKGROUND

Current Contract expires on 12/16/10

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-423-21-280-002-0-432
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 12-3-10 $15,380.82
On an " as needed basis"

Attachments

Link: Exhibit B and insurance
Link: Participation Sheet
Link: Memo of recommendation
Link: Contract
Link: Tabulation Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/02/2010 05:00 PM	APRV
2	Budget & Management	Ivan Cantu	12/03/2010 07:37 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/03/2010 10:18 AM	APRV
4	Auditor's Office		12/03/2010 05:15 PM	NEW

Form Started By: Elena Gomez Started On: 11/23/2010 08:40 AM
Final Approval Date: 12/03/2010

AI-29870 **11. L.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County "Printing Services and Related Supplies" RFB No: 2012-008-MEG.

BACKGROUND

BACKGROUND

1) Current contract expires on 02/15/2012.
2) Proposed schedule of events:
1st Advertisement: 12/10/2011
2nd Advertisement: 12/17/2011
Bid Opening Date: 01/04/2012

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: Countywide Obj. 550

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

BUDGETARY IMPACT:

This is a request to advertise a countywide contract for printing services and related supplies

Possible funding source is obj. 550 "Printing & Binding". Please refer to attached expense report for funds availability as of 12-1-11

Attachments

Approval of Memos from various Departments
Specifications/Requirments
Approval of Legal Counsel
Legal Notice
Draft Contract
Obj. 550 Expense Report 12-1-11

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 09:12 AM
Budget & Management	Merlen P. Munoz	12/01/2011 09:49 AM
Rosalinda Cantu	Merlen P. Munoz	12/01/2011 10:07 AM

Ivan Cantu	Ivan Cantu	12/01/2011 02:09 PM
Auditor's Office	Arcilia Duran	12/01/2011 05:38 PM

Form Started By: Elena Gomez Started On: 11/29/2011 10:18 AM

Final Approval Date: 12/01/2011

PURCHASING DEPARMENT
County of Hidalgo ORIGINAL

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

Please be advised that the Hidalgo County Purchasing Department has been in the process of formulating a Countywide "Printing Items & Related Supplies Bid". Therefore, we are requesting that your department submit a list of items to the Purchasing Department of all forms which require printing services. Please include the following when submitting forms:

a) Description of Form(s) Paper size, texture, Envelope size, color of ink, number sequence (if applicable) etc.
b) An estimated Minimum Quantity
c) Samples of forms, Letterhead paper, Envelopes, Booklets, Receipt, Flyers, Signs Business cards etc.
d) Budget Account.

All forms are due no later than Wednesday, November 2, 2011. If you should have any questions or need additional information please email: Elena.gomez@co.hidalgo.tx.us or call 318-2626 x 4855.

Budget Acct. No. 1100-415-18-160-001-0-550

Department _____ Date 11/23/11

Signature: _____ Print: 11/28/11 Martha L. Salazar

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Adult Probation

PURCHASING DEPARMENT
County of Hidalgo

MEMORANDUM

ORIGINAL

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-297-423-00-320-002-2-550

Adult Probation — 10/31/11
Department — Date

Signature: _____ Print: Arnold K. Patrick

Elena Gomez. Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Felipa

Auditor's

PURCHASING DEPARMENT
County of Hidalgo

RECEIVED BY
COUNTY AUDITOR
2011 OCT 31 AM 8 57

MEMORANDUM

ORIGINAL

RECEIVED
NOV 02 2011
By 9:57am

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-415-21-170-001-0-550

County Auditor's Office — 10/31/11
Department — Date

Signature: Linda Fong Print: Linda Fong

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

SCANNED
OCT 31 2011
INITIALS:

CB Clerks

PURCHASING DEPARMENT
County of Hidalgo

ORIGINAL
RECEIVED
NOV 03 2011
10:20am

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-415-40-180-001-0-550

County Clerks — 11/2/11
Department — Date

Signature: _____ Print: Rene Perez

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

H.I.D.T.A.

PURCHASING DEPARMENT
County of Hidalgo

RECEIVED
NOV 02 2011
By

MEMORANDUM

TO: **All Illdalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

ORIGINAL

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1254-412-00-270-014-0-550

Hidalgo County HIDTA Task Force — 11/2/2011
Department — Date

Signature: _____ Print: Dora L. Munoz, Cmdr.

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Human Resources

PURCHASING DEPARMENT
County of Hidalgo

ORIGINAL

MEMORANDUM

RECEIVED
NOV 04 2011
By C.J. 3:35M

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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ALL SAMPLES HAVE BEEN SUBMITTED 2010 NO CHANGES

Budget Acct. No. 1-1100-415-50-190-002-0.550

HUMAN RESOURCES — Department

10 /28 / 11 — Date

Signature: Esther A. Cortez Print: ESTHER A. CORTEZ

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Juvenile Justice Center

PURCHASING DEPARMENT
County of Hidalgo

RECEIVED
NOV 02 2011
By C 11:55m

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

ORIGINAL

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-423-60-330-002-0-550

Juvenile Probation 11/1/11
Department Date

Signature: _____ Print: Joe Ochoa

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Planning

PURCHASING DEPARMENT
County of Hidalgo

MEMORANDUM

ORIGINAL

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-419-10-210-001-0

11/4/11

Department Date

Signature: Irma Celia Castillo Print: Irma Celia Castillo

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

ORIGINAL

Tax Office

PURCHASING DEPARMENT
County of Hidalgo

RECEIVED
NOV 03 2011
By C.10:am

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

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Budget Acct. No. 1-1100-415-15-140-001-0-550 and 601(stamps)

Tax Office — 11 /02 /2011
Department — Date

Signature: _____ Print: ARMANDO BARRERA JR, TAX A/C

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

PURCHASING DEPARMENT
County of Hidalgo

ORIGINAL

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

Please be advised that the Hidalgo County Purchasing Department has been in the process of formulating a Countywide "Printing Items & Related Supplies Bid". Therefore, we are requesting that your department submit a list of items to the Purchasing Department of all forms which require printing services. Please include the following when submitting forms:

a) Description of Form(s) Paper size, texture, Envelope size, color of ink, number sequence (if applicable) etc.
b) An estimated Minimum Quantity
c) Samples of forms, Letterhead paper, Envelopes, Booklets, Receipt, Flyers, Signs Business cards etc.
d) Budget Account.

All forms are due no later than Wednesday, November 2, 2011. If you should have any questions or need additional information please email: Elena.gomez@co.hidalgo.tx.us or call 318-2626 x 4855.

Budget Acct. No. 1-1100-415-16-150-001-0-550

TREASURER'S OFFICE — 11/08/11
Department — Date

Signature: Alfredo Zamarripa Print: ALFREDO ZAMARRIPA

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

... Pct-3

PURCHASING DEPARMENT
County of Hidalgo

MEMORANDUM

ORIGINAL

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

Please be advised that the Hidalgo County Purchasing Department has been in the process of formulating a Countywide "Printing Items & Related Supplies Bid". Therefore, we are requesting that your department submit a list of items to the Purchasing Department of all forms which require printing services. Please include the following when submitting forms:

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Budget Acct. No. 1-1200-431-00-123-004-0-550, 1-1100-452-00-123-008-0-550 1-1100-432-00-123-001-0-550

Precinct #3 — 11/2/11
Department — Date

Signature: [signature] Print: Norma Cobello
Sr. Comm. Flow

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

1394th

PURCHASING DEPARMENT
County of Hidalgo

MEMORANDUM

ORIGINAL

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

Please be advised that the Hidalgo County Purchasing Department has been in the process of formulating a Countywide "Printing Items & Related Supplies Bid". Therefore, we are requesting that your department submit a list of items to the Purchasing Department of all forms which require printing services. Please include the following when submitting forms:

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Budget Acct. No. 1-1100-412-00-003-001-0-550

139th District Court — 11/01/2011
Department — Date

Signature: _____ Print: Pedro Lobato

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

206th

ORIGINAL

PURCHASING DEPARMENT
County of Hidalgo

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1160-412-00-004-001-0-550

206th District Court — 11/7/11
Department — Date

Signature: X _____ Print: Judge Rose G. Reyna

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Elena - this will confirm that you have a sample of our Letterhead paper, Envelopes, Printed cards, Orders of commitment, and court order modifying conditions of Bond

332nd

ORIGINAL

RECEIVED
NOV 08 2011
By

PURCHASING DEPARMENT
County of Hidalgo

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 2-1100-412-00-006-001-0-550

332ND DISTRICT COURT — 11 / 07 / 2011
Department — Date

Signature: _____ Print: DAMIAN CARRANZA

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

3704

PURCHASING DEPARMENT
County of Hidalgo

ORIGINAL

MEMORANDUM

RECEIVED
NOV 22 2011
By 2:22pm

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-412-00-007-001-0-550

3704th Dist. Court 11/22/11
Department Date

Signature: Ester Contreras Print: Ester Contreras

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

3894

PURCHASING DEPARMENT
County of Hidalgo

RECEIVED
NOV 03 2011
By

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

ORIGINAL

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-412-00-008-01-0-550

389th District Court — 11/01/11
Department — Date

Signature: _____ Print: Luisa Pearson

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

398th

PURCHASING DEPARMENT
County of Hidalgo

ORIGINAL

MEMORANDUM

RECEIVED
NOV 08 2011
By

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1100-412-00-009-001-0

398th District Court — 11,4,11
Department — Date

Signature: _____ Print: Ada Salinas Flores

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

430th

PURCHASING DEPARMENT
County of Hidalgo

ORIGINAL

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-412-00-010-001-0

430th District Court — 11/16/11
Department — Date

Signature: _____ Print: Maricela C. Salinas

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Justice of Peace
Pct. 1 Pl. 1

PURCHASING DEPARMENT
County of Hidalgo

RECEIVED
NOV 09 2011
B C.J.'s Office

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

ORIGINAL

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

Please be advised that the Hidalgo County Purchasing Department has been in the process of formulating a Countywide "Printing Items & Related Supplies Bid". Therefore, we are requesting that your department submit a list of items to the Purchasing Department of all forms which require printing services. Please include the following when submitting forms:

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Budget Acct. No. 1100-412-00-061-001-0

Justice of the Peace Pct.1-1 11/8/11
Department Date

Signature: [signature] Print: Judge Gilberto Saenz

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

DA's

PURCHASING DEPARMENT
County of Hidalgo

ORIGINAL

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

Please be advised that the Hidalgo County Purchasing Department has been in the process of formulating a Countywide "Printing Items & Related Supplies Bid". Therefore, we are requesting that your department submit a list of items to the Purchasing Department of all forms which require printing services. Please include the following when submitting forms:

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Budget Acct. No. 1-1100-412-00-080-002-0-550

Department / / Date

Signature: _____ Print: ROY CAZARES

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Constable Pct 1

PURCHASING DEPARMENT
County of Hidalgo

ORIGINAL

MEMORANDUM

RECEIVED
NOV 01 2011

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1100-421-00-291-001-0-550

Constable Pct. 1 — 10/31/11
Department — Date

Signature: _____ Print: Blanca I. Sanchez

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Constable Pct 2

PURCHASING DEPARMENT
County of Hidalgo

ORIGINAL

RECEIVED
NOV 07 2011
By 11:35 am

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-421-00-292-001-0

Department Hidalgo County Constable Pct 2 — Date 11/3/11

Signature: _____ Print: Frank Sanchez

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Constable Pct 3

PURCHASING DEPARTMENT
County of Hidalgo

ORIGINAL

RECEIVED
NOV 16 2011
By C. Cantu

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-421-00-293-001-0-550

11/15/11

Department Date

Signature: Lazaro Gallardo Jr. Print: Lazaro Gallardo Jr.

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Public D

PURCHASING DEPARMENT
County of Hidalgo ORIGINA

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. See attached

Department Public Defender's Ofc

Signature Patricia Loya Print: Patricia Loya

11/21/2011
Date

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

District Clerks

ORIGINAL

PURCHASING DEPARTMENT
County of Hidalgo

RECEIVED
NOV 17 2011
2:39pm

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-412-00-090-001-550

District Clerk's office — 10/28/11
Department — Date

Signature: Stephanie Palacios Print: Stephanie Palacios

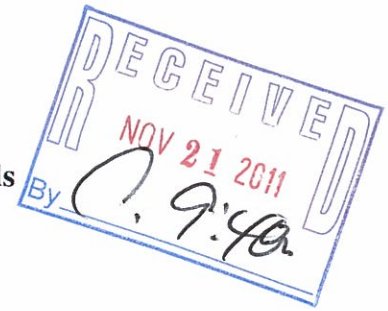
Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Jail

PURCHASING DEPARMENT
County of Hidalgo

ORIGINAL

MEMORANDUM



TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-423-21-280-002-0-550

HCSO — 11/17/11
Department — Date

Signature: _____ Print: A. "Sonny" Martinez

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Sheriff's Law Enforcement

PURCHASING DEPARMENT ORIGINAL
County of Hidalgo

RECEIVED
NOV 21 2011
By C9:40a

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 1-1100-421-00-280-001-0-550

HCSO — 11/17/11
Department — Date

Signature: _____ Print: A. "Sonny" Martinez

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

CC Law #4

PURCHASING DEPARMENT
County of Hidalgo

RECEIVED
NOV 09 2011
By

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

ORIGINAL

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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Budget Acct. No. 11-1100-412-00-024-001.0

County Court at Law No. 4 - 024 11/7/2011
Department Date

Signature: Rachael Segura Print: Rachael Segura

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

CC Law #4

RECEIVED
NOV 16 2011
By 3:15p

PURCHASING DEPARMENT
County of Hidalgo

MEMORANDUM

ORIGINAL

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

Please be advised that the Hidalgo County Purchasing Department has been in the process of formulating a Countywide "Printing Items & Related Supplies Bid". Therefore, we are requesting that your department submit a list of items to the Purchasing Department of all forms which require printing services. Please include the following when submitting forms:

a) Description of Form(s) Paper size, texture, Envelope size, color of ink, number sequence (if applicable) etc.
b) An estimated Minimum Quantity
c) Samples of forms, Letterhead paper, Envelopes, Booklets, Receipt, Flyers, Signs Business cards etc.
d) Budget Account.

All forms are due no later than Wednesday, November 2, 2011. If you should have any questions or need additional information please email: Elena.gomez@co.hidalgo.tx.us or call 318-2626 x 4855.

Budget Acct. No. 1-1100-412-00-026t 001-0-550

County Court at Law SIx(6) 11/16/11
Department Date

Signature: Frank Fuentes Print: Frank Fuentes

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

ORIGINAL
CC Law #7

RECEIVED
NOV 16 2011
By O. 3:52pm

PURCHASING DEPARMENT
County of Hidalgo

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

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Budget Acct. No. 1-1100-412-00-027-001-0-550

County Court at Law No. 7 — Department

11/16/2011 — Date

Signature: Naomi DeSmith Print: Naomi DeSmith

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

PURCHASING DEPARMENT
County of Hidalgo

MEMORANDUM

TO: **All Hidalgo County Elected Officials and Department Heads**

FROM: Martha Salazar, CPPB
Hidalgo County Purchasing Department

DATE: October 27, 2011

RE: RFB No. 2012-008-MEG "Printing Items and Related Supplies"

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a) Description of Form(s) Paper size, texture, Envelope size, color of ink, number sequence (if applicable) etc.
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d) Budget Account.

All forms are due no later than Wednesday, November 2, 2011. If you should have any questions or need additional information please email: Elena.gomez@co.hidalgo.tx.us or call 318-2626 x 4855.

Budget Acct. No. 1-1100-441-00-340-001-0-550

Health Department — 11/21/11
Department — Date

Signature: _____ Print: Miki Escanamé

Elena Gomez, Buyer II
Hidalgo County Purchasing Department
956-318-2626 ext 4855
Elena.gomez@co.hidalgo.tx.us

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Printing Services & Related Supplies" in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specified services. These services will be on an "As Needed Basis".

Specifications:
Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

Samples/Demos/Proofs: Upon requesting, samples/demos and/or proofs shall be furnished to Hidalgo County at no additional cost, for approval prior to printing.

- **Samples:** Will be provided to Hidalgo County designee, prior to printing for approval by Department.
- **Proofs:** Must be supplied prior to printing at no additional cost to the Hidalgo County. The proof shall then be dated, signed by Hidalgo County and returned to vendor for printing.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders at Hidalgo County designated Department(s), if requested by Department and shall deliver all completed work to the address listed herein. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price. If the vendor choices to transport by a third party delivery, it must be stated under the method of delivery.

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a complete and ready to use product. Any costs associated with the following: additional set-up fees, change fees, typesetting fees or delivery fees must be included in the bid prices. Hidalgo County will not accept or pay additional costs such as mentioned above.

Paper Stock: Paper stock shall be the same or better stock quality as sample provided.

Packaging: Packaging of forms shall be boxed in quantities standard to the industry. All packages shall be marked with form number and Hidalgo County purchase order number on outside.

Sample Review: This printing includes various items and forms. Bidder shall assume sole responsibility for viewing these samples in order to submit a bid consistent with requirements of the County. Failure to do so may result in rejection of bid. Bidders are strongly encouraged to review the samples prior to submitting a bid. **Bidder wishing to view forms before submitting a bid may do so by requesting an appointment via E-mail to: Elena.gomez@co.hidalgo.tx.us**. Or by coming to the Pre-Bid Conference shown on the last page of this bid, when discrepancy occurs between specifications and sample, the sample shall prevail.

It is not necessary for bidders to submit bids for all sections to be considered for an award. However, bidder is expected to submit pricing for all items within each section that the bidder chooses to respond, in order to be considered for award for that particular section.

Over runs: Hidalgo County shall not pay for over-runs. Vendor is cautioned to provide only the quantity of print copies as stated on the Purchase Order. Any over-runs delivered to the County shall be considered as a donation and no additional fees will be allowed and/or paid.

CD –Samples of most of the printing forms will be provided to all bidders in a CD File for your

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review and consideration. Specifications: Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product, which Hidalgo County uses during the course of routine County business.

General Requirements: The following are the minimum requirements and/or specifications that will be acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY**
- If the vendor choices to transport by a third party delivery, it must be stated under the method of delivery and submit the proper insurance as required to that method, however applicable.
- All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- All costs and expenses associated with the preparation and submission of bids shall be the Responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable, for not applicable please type/write in N/A on the form. INCOMPLETE submittals shall be considered a probable cause for disqualification.
- Vendor should match the sample as much as possible

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. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

4. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

5. 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.

6. 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.

7. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

8. 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.

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9. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10. 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

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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:

PRE-BID CONFERENCE

A pre-bid conference will be held on **Day month date, 2011 at 9:30 a.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements or/and view the sample if necessary. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response**. ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

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 month date, 2011 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than Friday month date, 2011 @ 5:00 P.M.

	Description	Quantity	Special Instructions
	PURCHASING DEPARTMENT		
1	TERMS AND CONDITIONS PAPER: for PO's 28lbs paper printed in black on one side only	30,000 per order	

	Description	Quantity	Special Instructions
	ADULT PROBATION DEPARTMENT		
1	**Appointment Cards -** 8½" X 11" Page Size, black ink printing w/black ink logo, 6 cards per page, 110 lb. paper, double sided print cut into 6 cards	6,000 per year	
2	**Probationer Acknowledgment Form-** 8½" X 11" Page Size, Single sided print, black ink printing	2,000 per year	
3	**Initial Assessment Form -** Legal Size Paper 8½" x 14", Double sided print, black ink printing,	1,000 per year	
4	**Court Information Form -** 8½" X 11" Page Size, Double sided print, black ink printing	1,200 per year	
5	**Community Service Restitution ID Card -** 8½" X 11" Page Size, 110 lb. paper 4 cards per page, Black ink printing, double sided print, cut into 4 cards	4,000 per year	

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6	**Court Notes -** 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
7	**Community Service Restitution Program Rules -** 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
8	**Authorization To Release Information -**8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
9	**Employment Search Forms -**8½" X 11" Page Size, single sided print, black ink printing	1,000 per year	
10	**Family History Information -**8½" X 11" Page Size, Double sided print, black ink printing	6,000 per year	
11	**Field Visit Log -** 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
12	**Gun Control Act -** 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
13	**Guidelines For Payment To The Acct. Dept.-** 8½" X 11" Page Size, Double sided print, black ink printing	6,000 per year	
14	**Home Visit Cards -** 8½" X 11" Page Size, Double sided print, black ink printing, 110 lb. paper, 6 cards per page, cut into 6 cards	1,000 per year	
15	**Intake Checklist -** 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
16	**Leave Request -** 8½" X 11" Page Size, single sided print, black ink printing (not cut)	2,000 per year	
17	**Intake Appt. Referral -**8½" X 11" Page Size, Double sided print, black ink printing	3,000 per year	
18	**Monthly Report (By Mail) -**8½" X 11" Page Size, Double sided print, black ink printing English/Spanish	3,000 per year	
19	**Monthly Report (In Person) -**8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
20	**Office Rules And Regulations -** 8½" X 11" Page Size, Double sided print, black ink printing	3,000 per year	
21	**Probationer Acknowledgment Form -**8½" X 11" Page Size, single sided print, black ink printing		
22	**Personal Data Form -** 8½" X 11" Page Size, Double sided print, black ink printing	2,000 per year	
23	**Probationer Monthly Report Sign-In-Ledger -**8½" X 11" Page Size, single sided print, black ink printing	1,000 per year	
24	**Payment Schedule -**8½" X 11" Page Size, Double sided print, black ink printing	1,500 per year	
25	**Receptionists' Slips -** 8½" X 11" Page Size, Double sided print, black ink printing, 8 slips per page, cut into 8 individual slips	1,000 per year	
26	**Records Control Unit Processing Checklist -** 8½" X 11" Page Size, single sided print, black ink printing (not cut)	3,000 per year	
27	**R.C.U. Intake File Tracking Form -** 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
28	**Referral Cards -** 8½" X 14" Legal Page Size, single sided print, black ink printing, 110 lb paper, Green in color, 9 cards per page, cut into 9 cards	1,000 per year	
29	**Reassessment Form -** 8½" X 14" Legal Page Size, Double sided print, black ink printing	1,000 per year	
30	**TCIC/NCIC Request -** 8½" X 11" Page Size, single sided print, black ink printing	500 per year	
31	**Sign-In Roster -** 8½" X 14" Legal Page Size, single sided print, black ink printing	500 per year	
32	**Scanning Checklist -** 8½" X 11" Page Size, single sided print, black ink printing	3,000 per year	
33	**TEAS DPS Inquiry Log -**8½" X 11" Page Size, single sided print, black ink printing	4,000 per year	

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34	**Telephone Message -** 8½" X 11" Page Size, single sided print, black ink printing, 4 messages per page, not cut	4,000 per year	
35	**Travel Permit Slips -** 8½" X 11" Page Size, Double sided print, black ink printing, 4 permits per page, not cut	3,000 per year	
36	**Telephone Log-** 8½" X 11" Page Size, single sided print, black ink printing	1,500 per year	
37	**Website Log -** 8½" X 11" Page Size, single sided print, black ink printing	2,000 per year	
38	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with no window	4 boxes of 500	
39	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with window,	4 boxes of 500	
40	**Pre-Numbered Receipts –** 9 ½" x 11" Paper size, continuous feed paper, letters and numbers in red ink print	60,000 per year	Starting № **AP 745406**

	Description	Quantity	Special Instructions
	COUNTY AUDITORS OFFICE:		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat black ink print, watermark gray seal w/ light, dark gray and black shading 500 per ream	2 reams of 500	
2	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat, w/gray watermark seal 500 per ream	2 reams of 500	

	Description	Quantity	Special Instructions
	COUNTY CLERKS OFFICE:		
1	**Recreational Fishing Regulations Cards-**3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	
2	**Recreational Hunting Regulations Cards -** 3½" X 2", Double sided print, black, blue, red, green ink, shading – light blue	1,000	
3	**Business Cards - -** 3½" X 2", Blue and red ink Raised Lettering, w/ blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		Logo will change
4	**Business Cards - -** 3½" X 2", Blue and red ink Raised Lettering, w/blue Raised Seal and lettering, Single sided print-500 per box, landscape layout		Logo will change
5	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, with window	40 boxes of 500 per box	Logo will change
6	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue and red print, w/ blue flat print seal 500 per box, plain with no window	40 boxes of 500 per box	Logo will change
7	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with window	40 boxes of 500 per box	Logo will change
8	**Letterhead Paper -** 8.5" X 11", #20 Fine quality White Bond Paper, one sided print, flat print blue/red ink, blue seal w/blue flat lettering, 500 per ream, Watermark seal	30 reams of 500 sheets	Logo will change
9	**Certificate Of Withdrawal From Business--** 8.5" X 11", Black ink printing, blue border, Fine quality bond paper	10,500 ea	Will stay the same
10	**Assumed Name Certificate-** 8.5" X 11" Form, Black border, Black ink printing, Double sided print, fine quality bond paper	10,500 ea	Will stay the same
11	**Newly Wed Letter--** 8.5" X 11", Fine quality bond paper, Blue/Red/Black ink, double sided, flat print with/watermark seal**** English & Spanish (front and Back)	10,000ea	Logo will change
12	**Scratch Pads –** 7" X 4 ¼" –Note pad,	500 pads of	

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13	**Birth/Marriage Envelopes-** Custom Design, Printed gold ink one side , White crushed marble stock, Finished Size : 4" x 9.5" closed after printing , Folded and glued	6,000	
14	**Booklet Envelopes--**9½" x 12" Booklet Envelopes,28# White Stock, **With or without peel** and stick feature ,Printed two (2) color Special Window	6,000 per order	

	Description	Quantity	Special Instructions
	H.I.D.T.A. TASK FORCE:		
1	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, raised black print, w/gold raised ink seal 500 per box, with window	4 boxes of 500	
2	**Letterhead Paper - --** 8.5" X 11", Fine quality paper, Raised lettering, black ink, gold raised seal 500 per ream	4 reams of 500	
3	**Business Cards -**3½" X 2", Black ink Raised print, w/ gold raised seal, Single sided print-500 per box, landscape layout	1 box of 500 Per each	9 people
4	**Mailing Labels –** 3"X4" flat print, black ink w/gold foil stamp, 500 per roll	Needed every other year	
5	**Vehicle Impoundment Report -** 8.5" X 11" Page size, 3-part NCR, Paper Sequence: White, Canary Yellow and Pink, black ink flat print, one sided print	500	
6	**Receipt For Forms -**8.5" X 11" Page size, 2-part NCR, Paper sequence: White and Canary Yellow, Black ink flat print, one sided print	500	
7	**Investigative File Jacket –** 9"X13" Page size, Light Blue Tag Board, Black ink front & back of front cover **back page blank** w/ two hole punch on top (centered)		
8	**Investigative File Jacket –** 9"X13" Page size, Canary Yellow Tag Board, Black ink front & back of front cover page only **back page blank** w/ two hole punch on top (centered)		
9	**Dividers Multi-Color –** 9"x11" - 8 Tab Dividers per set, labeled, Multi Color	400 sets purchase yearly	
10	**Name Plate –** Wood Base, w/Black, brass double mounted, w/2 seals , w/name and title	On as needed basis	

	Description	Quantity	Special Instructions
	HUMAN RESOURCES:		
1	**Business Cards - -** 3½" X 2", Blue ink Raised Lettering, w/ gold foil stamp w/blue Raised lettering, Single sided print-500 per box, landscape layout	500 per box	6 people/ 1 box per ea
2	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue, w/ gold foil stamp seal 500 per box, plain with no window	4 boxes of 500 ea box	
3	**Interview Worksheet --** 8.5" X 11" Black ink printing, single sided	5,000 ea	
4	**Interview Selection Form--** 8.5" X 11" Black ink printing, gold seal w/black lettering	5,000 ea	
5	**Letterhead Paper --** 8.5" X 11", Fine quality bond paper, blue lettering w/ gold foil stamp w/blue lettering, w/watermark print, 500 per ream	20 reams of 500	
6	**Drainage District #1 Application --** 8.5" X 11" page, White paper, double sided print, 2 sheet application, all black ink printing, minor gray shading	4,000 ea page	2 pages double sided print
7	**County Of Hidalgo Application--** 8.5" X 11" Page, White Paper, double sided print, 2 sheet application, all black ink printing, minor gray shading	12,000 ea page	2 pages double sided print
8	**Sheriff Department Application - -** 8.5" X 11" Page, White Paper, Single sided print, all black ink printing, 10 pages,	10,000 ea page	
9	**Sick Leave Donation Form--** 8.5" X 11" Page, black ink printing, Single sided print, 4,000	4,000	
10	**Hidalgo County Employee Manuals -** 8.5" X 11" Page, Single sided black ink print, w/clear plastic cover page front and back in blue paper, white plastic comb binding	3,500	158 page Manual w/Blue

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			Cover Page front & back
11	**Hidalgo County Personnel Policy Manual**-8.5" X 11" Page, w/4 index tab dividers per book, double sided black print for 54 pages, single sided print for 54 pages	1,500	106 page manual w/ Tan Color Cover & Back Page

	Description	Quantity	Special Instructions
	JUVENILE JUSTICE CENTER		
1	**LETTERHEAD PAPER -** 8.5" X 11", #20 Fine quality White Bond Paper, one side print, flat print blue, foil gold seal w/ blue, flat lettering, 500 per ream	10 reams	Light Blue shading
2	**VISITOR'S LABELS-** 4 ¼" x 3 ¼" White, Blue Flat Print, w/ Gold Foil Logo w/ blue lettering, 6 self peel labels per page		
3	**MAILING LABELS-** 4 ¼" X 3 ¼" White, blue Flat Print, w/ Gold Foil		
4	**Business Cards - -** 3½" X 2", Blue ink Raised Lettering, w/Blue and Gold Raised Seal w/ blue lettering, Single sided print-500 per box, landscape layout		
5	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue lettering, w/ foil gold seal w/blue flat lettering seal 500 per box, Plain no window envelope		
6	**Policy And Procedures Manual -** 8.5" X 11", 241 Sheets per book, w/Navy Blue 3 Ring Binder w/Clear Front, with 23 Tabs in each book		
7	**Annual Report** 8.5" X 11" White Bond Paper, w/Blue Flat Print on cover stock. Plastic comb binding, front and back black ink printing,		

	Description	Quantity	Special Instructions
	PLANNING DEPARTMENT:		
1	**Approved Application –** 5 ½" X 8 ½" –Development Permit Posted Cards: Florescent Lemon Color, 10 point thickness, **90lb card** stock, white back, Numbered, Black ink w/Gray Watermark Seal	Pct 1=2650 Pct 2= 300 Pct 3=2650 Pct 4=2650	Starting No. 9295 Starting No. 1356 Starting No. 12981 Starting No. 12453
2	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Each page paper copy white- Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy	27 Books of 100/Receipts Per book	Starting № Precinct 1 RECEIPT № 1-187001-1
3	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Ea paper copy white-Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy	66 Books of 100/Receipts Per book	Starting № Precinct 2 RECEIPT № 2-70980-2/4
4	**Receipt Books -** 5 ½" X 8 ½"-3-Part NCR, **20 lb Paper** Sequence White, Canary, Yellow & Pink, 50 pages per book 2 Receipts per page, Die cut (tear out receipt) Ea paper copy white-Customer Copy, Canary Copy – Auditor's Copy and Pink Copy – Office Copy	27 Books of 100/Receipts per book	Starting № Precinct 3 RECEIPT № 3-39701-3
5	**Culvert Installation Work Order-** 8.5" X 11", 4 Part NCR, Paper Sequence-White, Canary Yellow, Pink and Green, Pre-numbered, Routing White-Customer Copy, Canary Yellow-Auditor's Copy, Pink- Office Copy, Green-Permanent Copy	12 Books / 25 Work orders per bk	Pre-numbered Starting № 0002151

	Description	Quantity	Special Instructions
	TREASURER'S OFFICE:		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper, one sided print, flat GREEN ink print, foil gold seal w/ green flat lettering 500 per ream	1 ream of 500	

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2	**Business Cards** - - 3½" X 2", GREEN ink Raised Lettering, w/ GREEN and Gold Raised Seal w/ GREEN lettering, Single sided print-250 per box, landscape layout	500 per box	
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat GREEN lettering, w/ GREEN and gold seal w/ GREEN flat lettering seal 500 per box, with window	25- boxes 500 per box	
4	**Large Window Envelope** 5 ½ x 8 ¾, 2 ¾" x 5 ½ " window ½" from left 5/8 from top on 20lb paper	5- boxes 500 per box	

	Description	Quantity	Special Instructions
	TAX OFFICE		
	TAX ASSESSOR COLLECTOR		
1	**Business Cards** - - 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-- **glossy**	1000 per order	
	Business Cards - - 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-	500 per order	
2	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, black lettering w/ gray watermark seal w/picture in various stages of gray shade, 500 per ream	5000	
3	-8.5X11 Bou ppr,bnd, recy, rio bond plain paper WITH WATERMARK	100	
4	**Envelopes W/Logo #10** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black and red print, w/ black flat print seal 500 per box, with window, IMPORTANT OPEN AT ONCE	1500	
5	**Envelopes W/Logo #9** - Size 3 7/8 x 8 7/8" return envelopes, flat black print, w/ black flat print seal 500 per box, plain with no window	5000	
6	**Envelopes W/Logo #10** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with NO window (TAX Assessor/Collector)	20,000 per order	
7	**Envelopes W/Logo #10** - Size 4 ⅛" x 9 ½", Standard Window, rev flap, 24# ww, diagonal seam, gym seal printed	60,000 per order	
8	**Envelopes W/Logo #9** - Size 1 1/8 x 3 ½ , Envelopes, flat black print, w/ black flat print seal with window	20,000 per order	
9	**Deputation Form:**- 8.5 x 11.14 Rio Grande Valley bond white 24 # 2/2 black & blue	250	
10	**Self Inking and Rubber Stamps:** Please see attached (3-5 each at a time)	5	
11	**Envelope---4 1/8" x 9 ½"** standard envelope #10 flat black print w/ black flat print w/blk print seal with window	5000	
	AUTOMOBILE DEPT PLUS ALL SUBSTATIONS		
1	**Business Cards** - - 3½" X 2", Black ink Raised Lettering, w/ gold raised stamp w/gold Raised lettering, Single sided print- landscape layout-	500 per order	
2	**Letterhead Paper** -- 8.5" X 11", Fine quality bond paper, black lettering w/ gray watermark seal w/picture in various stages of gray shade, 500 per ream	5,000	
3	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, without windows (automobile License Dept)	7500	
4	**Envelopes W/Logo** - Size 4 ⅛" x 9 ½", Standard Envelopes, flat black print, w/ black flat print seal 500 per box, with no window(Automobile License Dept)	50 bxs of 500	
5	**Envelopes W/Logo** - 10 ½"x7 ½" Double-prong metal clasp w/reinforced eyelets for a secure closure Brown Clasp Envelopes/ 100 per box w/ black ink printing and black ink seal	10 bxs of 100	
6	**Envelopes W/Logo** - 12 ½" x6 ½" brown envelopes 500 per box w/ black ink printing and black ink seal w/gummed seal	10 bxs of 500	
7	**Deputation Cards**- 3.875 x 2.375 index color # 110 black	250	
8	**County Liquor Permit Rect:**- size 4 x 7.5 NCR 3 part white, canary, pink #17 black	150	50 per pack
9	**Refund Slips** size 7 x 3.25 off set , white 50# black padding with chipboard	3000 per order	

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EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-00-00-MEG

	Description	Quantity	Special Instructions
	COMMISSIONER PRECINCT 3		
1	**Business Cards --** 3½" X 2", Ink -Black Raised Lettering, w/Gold Foil Seal , Single sided print, portrait business card layout, 500 per each	1box of 500	9 people 1 box per ea/Portrait Card Layout
2	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond White Linen Paper one sided print, raised blue ink print , gold foil stamp seal w/blue lettering, 500 sheets per ream	2 boxes/ of 500	
3	**Letterhead Paper –** 8.5" X 11", Linen Paper	2 boxes/ of 500	
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box	2 boxes / Of 500	
5	**Landfill Form-** Legal Size Paper 8½" x 14" - One sided print, Black ink, 100 sheets per tablet, Portrait Top glue bind	50 Tablets of /100 sheets per	Glue Bind Top Tablet
6	**Parking Permit-** 3½" x 5 ½" Single sided print, White paper w/red lettering, glue bind top, 50 sheets per booklet	12 / 50 sheets per	Glue Bind Top Booklet

	Description	Quantity	Special Instructions
	139TH DISTRICT COURT:		
1	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	4 bxs. Of 500	
2	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , gold ink foil stamp seal, 500 sheets per ream	4 reams of 500	
3	**Order Of Release/Order Of Commitment –** 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page 1)	2,000/3 part	Top Glue Bind
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box	2 boxes of 500	

	Description	Quantity	Special Instructions
	206TH DISTRICT COURT:		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper, one sided print, raised black ink print , seal raised gold ink, 500 sheets per ream	2 reams of 500	
2	**Letterhead Paper -** 8.5" X 11" 25 % Cotton Paper		
3	**Order Of Release/Order Of Commitment –** 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page 1)	2,000/3 part	Top Glue Bind
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box	2 boxes of 500	
5	**Juror's Handbook Pamphlets -**17 ½" X 9", Flat Print Black Ink – Double Sided, 4 fold pamphlet, Light Blue Paper	1,000	
6	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	1,000	
7	**Juror Tags -** 3½" x 2", Black flat Print, Red Paper Stock, Laminated w/thumb grip clip	14	

	Description	Quantity	Special Instructions
	332TH DISTRICT COURT		
1	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500 per order	
2	**Instructions to Jurors in Civil Cases** 5 ½ x 7" folded in half printed in black front and back in and out of	2000 per order	

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3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes flat black Print, and flat black ink for seal	2500 per order	
4	**Letterhead Paper -** 8.5" X 11" 25 % Cotton Paper- flat Print, black/gray ink	1000 per order	
5	**Order Of Release/Order Of Commitment –** 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only 2nd page Yellow page and 3rd page in pink 2 hole punch on top	2500 per order	
6	**Order Of Referral For Mediation:** 8.5" X 11" 25 % Cotton Paper- Printed in front page in Black only	2000 per order	

	Description	Quantity	Special Instructions
	370TH DISTRICT COURT:		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , gold ink foil stamp seal, 500 sheets per ream	1000 per order	
2	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, black ink and Gold for seal 500 per box	1000 per order	

	Description	Quantity	Special Instructions
	389TH DISTRICT COURT		
1	**Letterhead** 8.5" x 11" Cotton Paper		
2	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout		
3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal		
4	**Order Of Release/Order Of Commitment –** 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page 1)		
5	**Certificate of Appreciation –** Gold in Blk letters		
6	**Juror's Handbook Pamphlets -**17 ½" X 9", Flat Print Black Ink – Double Sided, 5 fold pamphlet, Light Yellow Paper		

	Description	Quantity	Special Instructions
	398th DISTRICT COURT		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper, one sided print, raised black and red ink print , seal raised gold	6 reams of 500	
2	**Letterhead Paper -** 8.5" X 11", 25% Cotton Paper		
3	**Business Cards -** 3½" X 2", Ink -Black and Red Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500 per box	5 people 1 bx per ea
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal	6 boxes of 500	
5	**Order Of Release/Order Of Commitment –** 8.5" X 11" Paper Size, three (3) part NCR, Paper sequence all three parts white paper, 1 page **only** front and back print, 2nd and 3rd page front only (same as page one)	3,000 3-Part	Top Glue Bind

	Description	Quantity	Special Instructions
	430TH DISTRICT COURT		
1	**Letterhead** 8.5" x 11" Cotton Paper #20 Fine quality Bond Paper, one sided print, raised BLUE ink print , seal raised gold ink, 500 sheets per ream	1000	
2	**Business Cards -** 3½" X 2", BLUE ink Raised Lettering, w/Gold Raised Seal , Single sided print, landscape layout	500	
3	**Business Cards -** 3½" X 2", BLUE ink Raised Lettering in the front w/Gold Raised Seal , DOUBLE sided flat print in the back , landscape layout	500	
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, Ink – Black and Red raised Print, black ink with Gold seal	1000	
5	**Juror's Handbook Pamphlets -**17 ½" X 9", Flat Print Black Ink – Double Sided, 5 fold pamphlet, Light BLUE Paper	500	

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No 1		
1	**Business Cards** – 3 ½" x 2", Blue Ink, w/Watermark Seal (twelve individuals) Single sided flat print, Landscape layout	500 per box	12 people/ 1 box per each
2	**Field Contact Card** – Index Card 5" x3",Black Ink, Double sided flat print, white stock card	2,000	
3	**Building Check Card** – 4 ½" x 5 ½" – Black Ink, Single sided flat Print w/2 Logos (black ink) white stock card	500 ea	
4	**Warning Card** – 4 ½" x 5½" – Black Ink, Single Sided flat Print w/2 Logos (black ink) Neon Orange Stock Card: **ADHESIVE BACK**	2,000	
5	**Notice/Aviso – Door Hanger Card** 8 ½" x 3 ¾" Black Ink, Double Sided flat print (English one side/Spanish other side) Neon Yellow Card Stock w/die cut	5,000	
6	**Vehicle Impoundment** –Inventory Record – 7 ½" x 5", 4 Part NCR, Paper Color Sequence- White, Canary Yellow, Pink and Golden Rod, Black Ink, Single Sided flat print, 25 sheets per book	100 bks of 25 sheets per bk	
7	**Hidalgo County Constable Pct. 1 Warning Book** – 6" x 4 ¼" -2 part white and canary yellow paper sequence, black ink single sided flat print, 50 sheets per book	200 bks of 50 pgs per bklt.	Top Glue Bind
8	**Ticket Book** – 5 ¼" x 7 ¾" – 4 Part NCR, Paper Color Sequence-White, canary yellow, pink and golden rod, double sided print, black ink flat print, number sequence in red ink, 50 sheets per book	200 books of 50 pages per bk	Starting # **varies** Top Bind
9	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence – White, Canary Yellow, Pink, Black ink, single sided flat print Number Sequence black ink, three (3) Receipts per page, 100 sheets per book, Die cut (tear out rcpt)	10 books of 100 sheets per bk.	Starting Number **varies** Side Glue bind

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No 2		
1	**Letterhead Paper** – 8.5" X 11", #20 Bond Paper 92 Brightness one sided print, flat Print, black/gray ink, watermark seal, 5,000 sheets per box	2 boxes of 5,000	
2	**Business Cards –** 3 ½" x 2", Black Card w/ Gold Lettering w /Seal, Single sided print, landscape layout	3 bxs of 1,000	
3	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Seal, Single sided print, landscape layout	4 bxs of 1000	
4	**Envelopes W/Constable Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, Flat Print, Black Ink,	4 boxes of 500	
5	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence – White, Canary Yellow, Pink, Black ink, single sided flat print Number Sequence black ink three (3) Receipts per page, 100 sheets per book, Die cut (tear out receipt)	20 books of 100 sheets per bk	Side Glue Bind

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6	**Ticket Book –** 5 ¼" x 7 ¾" **–** 4 Part NCR, Paper Color Sequence- White, canary yellow, pink and golden rod, double sided print, black ink flat print, number sequence in red ink,	50 books of 20 sheets per bk	Top Bind
7	**Warning Flyers** - Size: 8 ½" x 11", Peel Stick, Neon Yellow, Black ink one sided flat print	4 boxes of 5,000	
8	**Advertencia Flyer-** Size 8 ½" x 11", Peel Stick, Limeade Green, Black ink one sided flat print	4 boxes of 5,000	

	Description	Quantity	Special Instructions
	CONSTABLE PRECINCT No. 3:		
1	**Letterhead Paper** – 8.5" X 11", #20 Bond Paper 92 Brightness one sided print, flat Print, 2 Color Ink (Blue/Gold),w/seal (gold/blue), 500 sheets per ream	4 reams per order	
2	**Notice/Aviso – Door Hanger Card** 8 ½" x 3 ¾" Black Ink, Double Sided flat print (English one side -Spanish other side) Neon Orange Card Stock w/die cut	2,000 per order	Double sided print English & Spanish
3	**Envelopes W/Constable Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, Flat Print, 2 color ink Blue and Gold, 2 color seal (Blue and Gold 500 per box	4 bxs /500 per order	
4	**Vehicle Impoundment** –Inventory Record – 7 ½" x 5", 4 Part NCR, Paper Color Sequence- White, Canary Yellow, Pink and Golden Rod, Black Ink, Single Sided flat print, 25 sheets per book	80/25 per bk per order	
5	**Business Cards -** 3½" X 2", Blue and Gold ink Raised Lettering, w/Seal two colors blue/gold, Single sided print, 500 per box, 8 individuals, landscape layout	250 per box per order	8 people/ 1 box per each
6	**Business Cards -** 3½" X 2", Blue and Gold ink Raised Lettering, w/Seal two colors blue/gold, Single sided print, landscape layout	2 boxes of 1000 per order	
7	**Warning Flyers** – Size 8 ½" x 11", Peel Stick, Neon Orange, Black Ink one sided flat print	750 sheets per order	
8	**Advertencia Flyers** – Size 8 ½" x 11", Peel Stick, Neon Limeade Green, Black Ink one sided flat print,	750 sheets per order	
9	**Warning Notice To Vacate** – Size 8½" x 11, Peel Stick, Neon Yellow, Black Ink one sided flat print,	750 sheets per order	
10	**Ticket Book** – 5 ¼" x 7 ¾" – 4 Part NCR, Paper Color Sequence- White, canary yellow, pink and golden rod, double sided print, black and red ink flat print, number sequence in red ink, 25 sheets per book,	40-booklets/ 25 sheets per bk per order	Starting **№ 6000** Top Glue Bind
11	**Official Receipt For Constables Fees** – 3 part NCR – Paper Color Sequence White, Canary Yellow, Pink, Black ink, single sided flat print Number Sequence black ink, three (3) Receipts per page, 100 sheets per book, Die cut (tear out receipt)		Starting Number **11162** Side Glue Bind

	Description	Quantity	Special Instructions
	PUBLIC DEFENDER'S OFFICE		
1	**Business Cards - -** 3½" X 2", Black ink Raised Lettering, w/ Raised Gold Seal and lettering, Single sided print-500 per box, landscape layout	19 boxes of 500	
2	**Letterhead Paper -** 8.5" X 11", #20 Fine quality White Bond Paper, one sided print, flat print blk, foil gold County seal	Ream of 500	
3	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat print blk, foil gold County seal with window envelope	box of 500	
4	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", White Wove , Standard Envelopes, flat print blk, Gold foil County seal without window	box of 500	

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EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-00-00-MEG

	Description	Quantity	Special Instructions
	JUSTICE OF THE PEACE PRECINCT 1 PLACE 1:		
1	**Application For Birth Or Death Record-** 8½" X 11" Page size, Double sided print, black ink printing One side English other side Spanish		
2	**Magistrate's Warning -** 8½" X 11" Page Size, single sided print, black ink printing	1,000 ea pg	
3	**Community Hours Form-** 8½" X 11" Page Size single sided print, black ink printing	1,000 ea pg	
4	**Plaintiff's Original Petition Form -** 8½" X 11" Page Size, Single sided print, black ink printing 2 pages	1,000 ea pg	
5	**Instructions For Filing Suit Form - -** 8½" X 11" Page Size, Single sided print, black ink printing, 2 pages	1,000 ea pg	
6	**Driving Safety Course Request- -** 8½" X 11" Page Size, Single sided print, black ink printing, 1 page form 2nd page – Half page – print 2 times – Die cut on center of page	1,000 ea pg	
7	**Application For Emergency Commitment -**8½" X 11" Page Size, Single sided print, black ink printing, 4 page form	1,000 ea pg	
8	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print , 500 sheets per ream	1 ream of 500	
9	**Business Cards -** 3½" X 2", Blue and red ink, flat print, w/red watermark Seal and lettering, Single sided print-500 per box, landscape layout	2 boxes of 500	
10	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, no window,	2 boxes of 500	
11	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, with window	3 boxes of 500	
12	**Printed Envelope-** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink. 500 per box	3 Boxes of 500	
13	**Certificate Of Vital Record Paper –** Size 8.5"x11" Page Size, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)	1,000	
14	**Certificate Of Vital Record Paper –** Size - 8½" X 14" Legal Page, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)	1,000	

	Description	Quantity	Special Instructions
	DISTRICT ATTORNEY		
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat black ink print gold in foil w/Gold Raised Seal and lettering, stamp seal, 500 sheets per ream	5 boxes of 500	
2	**Manila Folder-** Special die cut end with printing	10,000	
3	**Business Cards -** 3½" X 2", Black ink Raised Lettering, w/Gold Raised Seal and lettering, Single sided print-500 per box, landscape layout	500 per box	
4	**Worthless Check Affidavit –** 2 part NCR, Paper color sequence white and pink, one sided flat print, black ink only	9000	
5	**Authorization For Medico legal Examination -** 8.5" X 11" Paper size, 3 Part NCR, Paper color sequence-White, Canary Yellow and Pink, Black ink printing, Single sided print	1,000	
6	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and black ink seal 500 per box, with window, (Checks Department)	10 boxes of 500	
7	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink and gold foil seal 500 per box, with window, (Misdemeanor Department)	20 boxes of 500	
8	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, black ink w/ gold foil seal 500 per box, no window	8 boxes of 500	
9	**Victim Impact Statement -** 8.5" X 11" Letter size paper, black ink print w/Gold Raised Seal and lettering seal, double sided print	5,000 per year	
10	**Checks Receipt -** 8.5" X 11" Letter size Paper, watermark gray seal and lettering, 2 receipts per	5,000	

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	page, Preferrded Cut		
11	**Check Writer Flyers** -8.5" X 11" Letter size paper, Canary Yellow Paper w/ white and red lettering on black background, Heavy weight paper, coated 80-110 lb. paper	500	
12	**Misdemeanor Complaints -** 8.5" X 11" Letter size paper,3-part NCR, Black ink printing, continuous feed	10,000	
13	**Criminal Manila Folders-** Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print, 1,000 per box… Felony	10 boxes of 1,000	

COUNTY COURT LAW #4 (Judge Fred Garza)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, flat BLUE ink print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, BLUE ink w/ gold foil seal 500 per box, no window	1000	
3	**Business Cards** – 3 ½" x 2", BLUE Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	
4	**Certificate of Appreciation –** Gold in BLUE letters	5000	

COUNTY COURT # 6 (Judge Albert Garcia)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, raised BLUE ink print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, raised Print, BLUE ink w/ gold foil seal 500 per box, no window	1000	
3	**Business Cards** – 3 ½" x 2", BLUE Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	

COUNTY COURT # 7 (Judge Rolando Cantu)			
	Description	**Quantity**	**Special Instructions**
1	**Letterhead Paper -** 8.5" X 11", #20 Fine quality Bond Paper one sided print, Blk/Gold ink Raised Lettering, print gold in foil stamp seal,	5000	
2	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, Blk/Gold ink Raised Lettering,/ gold foil seal 500 per box, no window 25% cotton	1000	
3	**Business Cards** – 3 ½" x 2", Blk/Gold ink Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout, 500 per box	1000	

	Description	**Quantity**	**Special Instructions**
	DISTRICT CLERKS		
1	**Business Cards** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout,	30 boxes 500 per box	1-9 persons/ 1 box
2	**Business Cards** – 3 ½" x 2", Brown and Orange Raised Lettering, with Gold Foil Seal, Single sided Print, Portrait Landscape Layout,	500 per box	1-9 people/1 box per each
3	**Envelopes W/Seal- -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat Print, Black and Red ink and black ink seal, Light Blue Envelopes, With Window	120 boxes of 500	
4	**Envelopes W/Seal** Size 4" x 8 ¾", Standard Envelopes, flat Print, black ink and watermark seal, Canary Yellow Envelopes, No Windows	120 boxes of 500	

EXHIBIT "A"
HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.: 2012-008-00-00-MEG

	Description	Quantity	Special Instructions
	JAIL DEPARTMENT		
1	**Inmate Request Forms-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, All copies white paper, top binding	30,000 ea	
2	**Bail Bond Fee Refund Forms-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink, 2-Hole Top Center Punch, With Number sequence in the upper right hand corner, top binding	300	

	Description	Quantity	Special Instructions
	LAW ENFORCEMENT		
1	**Administrative Action Form –** Size 8 ½" x 5", Single sided print, black ink print, 2-Part NCR, Paper color sequence: White, Canary Yellow, top glue	10,000	
2	**Evidence Cards** – 5" X 4¼" Card Stock, White Paper, Single sided print, Black ink	6,000	
3	**Evidence/Inventory Control Report –** Legal Size Paper, 8½" X 14" Page Size, Single sided print, black ink print, 3-Part NCR, Paper Color Sequence: White, Canary Yellow, Pink,	1,000	
4	**Civil And Warrants Writ Of Possession Notice –** Letter Size, 8½" X 11" Card Stock Single sided print, **red** ink print,	1,000	
5	**Name Placement Card** 10" x 8"- Beige card stock (FFCC66) Ink color dark brown (possibly 663300 or 330000), Score across center of card	500	
6	**Jr. Sheriff Badge Stickers-3"** Roll, black background with Gold Foil Seal	5,000 stickers	
7	**Child ID Card –** 8 ½" X 5½" Manila stock paper, 2 color dark blue (possibly 000033 or 000066) with seal gold/blue color w/double sided tape ½'x 2" back to Back printing, score across center of paper	5,000	
8	**Operation Child Safeguard Flyers –** 8½" X 11" Page Size, Eggshell Color Coated Paper, w/pictures, Red and black ink flat print, gold ink Logo	5,000	
9	**Recruitment Flyers –** 8½" X 11" Page Size, Eggshell color coated Paper, w/pictures, Red and black ink flat print, gold ink Logo w/ blue lettering, back to back printing, tri-fold (score)	5,000	
10	**Latent Fingerprint Index Card-**Size 3"x5", White, Black ink print, front side print	5,000	
11	**Latent Print Envelope –** 6½" X 3 ½", White Envelope, Black Ink, One front side print	2,000	
12	**Official Photograph –** 3" X 2½", White Index Card Stock, Black ink, front side print	2,000	
13	**Envelope –** 5 ½" X 3¼", Manila Envelope, Black ink, front side print	3,000	
14	**Business Cards** –3 ½" x 2" 1 sided gold sheriff's emblem on the left hand side with black raised letters with room enough for each individual's name centered fax #, phone # and email address (cream linen)	1 box of 250	
15	**Business Cards** – 3 ½" x 2" 2 sided front and back-Front side gold sheriff's emblem on the left hand side with black raised letters with room enough for each individual's name centered fax #, phone # and email address Back side all black letters (cream linen)	1 box of 250	
16	**Citation Books** Size 8 1/2" x 5", top binding (Perforated) Black ink print and red ink, 4 carbonless paper with each one having it's only individual printing in the back, (1st white paper with black and red ink, 2nd yellow paper with black and red ink, 3rd pink paper with black and red ink, and 4th paper blue paper with black and red ink. With Sheriff's logo (Blk) in the middle of each carbonless paper.	250	
17	**Time Earned/Absence Request Form-** 8½" X 11" Page Size, Single sided print, black ink print, 3-Part NCR, All copies white paper, top binding (Perforated) Paper Color Sequence: Green, Canary Yellow, Pink	5,000	
18	**Field Interview Cards** 8½" X 5 1/2" Page Size, double sided print, black ink print, Hidalgo County Sheriff's emblem on the upper left hand corner. (front) (back) SYNOPSIS: 13 LINES	5,000	
19	**Impound Books–** 8" x sheet top binding (Perforated) with a manila cover 8", Black Ink, 4 part carbonless sheets 1st is white, 2nd is yellow, 3rd pink, and 4th orange with no printing in the back	100	
20	**Maintenance Books–** 9" X 5 ½ ", 1st White carbonless paper, 2nd yellow paper, Black ink, front print top binding (Perforated)	250	

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21	**Offense/Incident Reports-front and back** 8½" X 11" Page Size, White Paper, double sided print, Black ink	30,000	
22	**Offense Reports-Narrative** 8½" X 11" Page Size, White Paper, Single sided print, black ink print	40,000	
23	**Offense Reports-Property Reporting** 8½" X 11" Page Size, White Paper, double sided print, Black ink	10,000	
24	**Victim's Bill of Rights Pamphlet** 8 1/2 " x 5 3/4"- white card Ink color black to be folded (3) tri-fold (score)	5,000	
25	**Inmate Trust Receipt Book**---7.25 X 11 (4 up manifold Book/Numbered) 3 part carbonless (white, yellow, pink) NOTE 3rd. page without manifold Black 1-side, All parts the same 4 up receipt book, Repeat order sequential number.	200	
26	**DIC-24 Statutory Warning**--8.5 x 11, 15#cb white, 14.5#cf yellow carbonless paper, black ink 1 side, shrink wrap in 250's	100	
27	**DIC-25 Notice of Suspension** Temp. Driving Permit--8.5 x 11, 15#cb white, 14.5#cf yellow, carbonless paper, black ink 2 sides, shrink wrap in 250's	100	
28	**Motor Pool Service Reques**t--- 8 ½ x3 ¾ Blk lettering	1000	
29	**Motor Pool Service Request sticker---** 4" x 2" Blk Lettering roll	1000	
30	**The State of Texas Statement of Elected/ Appointed Officer** ---8.5x11, 20# bond, reflex blue & black ink 1 side, pad in 100's shrink wrap in 500's	300	
31	**Deputation** : 8.5 x 14.24# bond, reflex blue and black ink on 2 sides, shrink wrap in 500's	300	
32	**Operation Child Safeguard** 17x22" Poster: Full Glossy Color	500	

	Description	Quantity	Special Instructions
	HEALTH AND HUMAN SERVICES		
1	**Envelopes W/Logo -** Size 4 ⅛" x 9 ½", Standard Envelopes, flat blue, w/ blue flat print seal 500 per box, plain with no window	80 boxes of 500 per box	
2	**Letterhead Paper --** 8.5" X 11", Fine quality bond paper, blue raised lettering w/ gold raised seal, 500 per ream	20 reams of 500	
3	**Receipt Books -** 8.5" X 11" Page Size, 3 receipts per page, 3 part NCR, Paper sequence White, Canary Yellow and Pink, all black ink print, 150 receipts per book, Numbered, 4 part tear out receipt (die cut)	130 books per year of 150 receipts per book	9 Different Number Sequence
4	**Application For On-Site Sewage Facilities-** 8½" X 11" Page Size, Two Part NCR, Black Ink Printing, Paper Color Sequence: White, Canary Yellow	2,000 per order	
5	**Technical Information For On-Site-**8½" X 11" Page Size, Two Part NCR, black ink printing, Paper color sequence: White, Canary Yellow,	2,000 per order	
6	**Authorization To Construction-**8½" X 11" Page Size, Two Part NCR, Black ink printing, Paper color sequence: White, Canary Yellow	2,000 per order	
7	**Soil Evaluation Report Information** 8½" X 11" Page Size, Blue color ink printing, Double sided print	2,000 per order	
8	**Food Service Inspection Report**8½" X 11" Page Size, Black ink printing, 3 Part NCR, Paper color sequence: White, Canary Yellow and Pink , Double Sided Print, w/multiple gray shading	2,000 per order	Shading/doubl e sided print
9	**On Site Sewage Inspection Report -** 8½" X 11" Page Size, Three Part NCR, Black ink printing, Paper color sequence: White, Canary Yellow and Pink	2,000 per order	
10	**Services Offered Pamphlet –English -** 8½" X 11" Page Size, Coated paper , offset printing, various color images, with black ink printing, tri-fold pamphlet, Light blue paper, double sided print	5,000 per order	
11	**Services Offered Pamphlet –Spanish -** 8½" X 11" Page Size, Coated paper , offset printing, various color images, with black ink printing, tri-fold pamphlet, Light blue paper, double sided print	5,000 per order	
12	**Keep Your Germs To Yourself-English-**8½" X 11" Page Size, Single sided print, green and black ink printing	1,000 per order	
13	**Contenga Sus Gérmenes-Spanish-**8½" X 11" Page Size, Single sided print, green and black ink printing	1,000 per order	
14	**Stop The Flu-**8½" X 11" Page Size, Single Sided Print, Black Ink Printing With/Yellow Highlight	1,000 per order	
15	**ALTO A LA GRIPE -**8½" X 11" Page Size, Single Sided Print, Black Ink Printing With Yellow Highlight	1,000 per order	

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, November 22, 2011 2:26 PM
To: 'Evangelina Garcia'
Subject: FW: Draft Contract-Printing Services And Related Supplies For Hidalgo County

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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, November 22, 2011 2:06 PM
To: 'Martha Salazar'
Subject: RE: Draft Contract-Printing Services And Related Supplies For Hidalgo County

The draft contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, November 22, 2011 1:44 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: Draft Contract-Printing Services And Related Supplies For Hidalgo County
Importance: High

Mr. Crain:
Please review and comment as to form of draft agreement to be included in our request to advertise this project.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, November 22, 2011 10:03 AM
To: 'Martha Salazar'
Cc: 'Elena Gomez'
Subject: Draft Contract-Printing Services And Related Supplies For Hidalgo County

Marty,
Attached is a draft contract including the specifications for legal review as to form of the document so as allow the buyer to proceed with the bidding process pursuant to legal's approval.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Bid No: 2012-008-00-00-MEG Buyer: Elena Gomez Tel. No: (956) 318-2626 Ext. 4855

REQUEST FOR BIDS

HIDALGO COUNTY
"PRINTING SERVICES & RELATED SUPPLIES"

BID OPENING DATE:

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–"PRINTING SERVICES & RELATED 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 ("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-2012-008-00-00-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED 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., DAY, MONTH, DATE 2012. 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-2012-008-00-00-MEG HIDALGO COUNTY–"PRINTING SERVICES & RELATED SUPPLIES".**

   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–"PRINTING SERVICES &**

RELATED SUPPLIES" 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
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**MONTH DATE, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

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
"PRINTING SERVICES & RELATED SUPPLIES"
BID NO.:2012-008-00-00-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 §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this ____ **D**ay of_____**, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTING SERVICES AND RELATED SUPPLIES"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **February 16, 2012** and ending on **February 15, 2013.** Hidalgo County at its sole discretion elect the option to extend the contract for 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, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or

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authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the

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parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

DRAFT

EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

DRAFT

EXHIBIT “B”
VENDOR’S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
1-1100-412-00-001-001-0-550	92ND DC-PRINTING & BINDING	836.00	836.00	.00	828.00	8.00	99.04
1-1100-412-00-002-001-0-550	93RD DC-PRINTING & BINDING	1,700.00	.00	.00	.00	.00	.00
1-1100-412-00-003-001-0-550	139TH DC-PRINTING & BINDING	500.00	500.00	.00	.00	500.00	.00
1-1100-412-00-004-001-0-550	206TH DC-PRINTING & BINDING	1,000.00	1,000.00	.00	615.30	384.70	61.53
1-1100-412-00-005-001-0-550	275TH DC-PRINTING & BINDING	300.00	300.00	.00	154.50	145.50	51.50
1-1100-412-00-006-001-0-550	332ND DC-PRINTING & BINDING	1,000.00	1,000.00	42.50	440.00	517.50	48.25
1-1100-412-00-008-001-0-550	389TH DC-PRINTING & BINDING	600.00	600.00	482.20	.00	117.80	80.37
1-1100-412-00-009-001-0-550	398TH DC-PRINTING & BINDING	1,094.00	994.00	.00	635.30	358.70	63.91
1-1100-412-00-009-003-0-550	INDIGENT DEFENSE-PRINTING & BINDING	1,800.00	.00	.00	.00	.00	.00
1-1100-412-00-010-001-0-550	430TH DC-PRINTING & BINDING	1,500.00	1,500.00	103.00	204.20	1,192.80	20.48
1-1100-412-00-011-001-0-550	449TH DC-PRINTING & BINDING	836.00	836.00	.00	465.65	370.35	55.70
1-1100-412-00-021-001-0-550	CCL#1-PRINTING & BINDING	800.00	867.00	313.00	367.00	187.00	78.43
1-1100-412-00-022-001-0-550	CCL#2-PRINTING & BINDING	800.00	1,420.00	154.50	420.00	845.50	40.46
1-1100-412-00-023-001-0-550	PROBATE CRT-PRINTING & BINDING	600.00	600.00	.00	.00	600.00	.00
1-1100-412-00-025-001-0-550	CCL#5-PRINTING & BINDING	1,500.00	1,500.00	.00	429.00	1,071.00	28.60
1-1100-412-00-026-001-0-550	CCL#6-PRINTING & BINDING	3,048.00	748.00	.00	.00	748.00	.00
1-1100-412-00-027-001-0-550	CCL#7-PRINTING & BINDING	.00	550.00	520.75	.00	29.25	94.68
1-1100-412-00-045-001-0-550	AUXILIARY CRT-PRINTING & BINDING	375.00	.00	.00	.00	.00	.00
1-1100-412-00-061-001-0-550	JP PCT 1/PL 1-PRINTING & BINDING	2,000.00	1,869.00	28.94	1,783.26	56.80	96.96
1-1100-412-00-062-001-0-550	JP PCT 1/PL 2-PRINTING & BINDING	1,100.00	872.05	.00	863.93	8.12	99.07
1-1100-412-00-063-001-0-550	JP PCT 2/PL 1-PRINTING & BINDING	900.00	700.00	.00	520.00	180.00	74.29
1-1100-412-00-064-001-0-550	JP PCT 2/PL 2-PRINTING & BINDING	1,125.00	1,125.00	.00	884.66	240.34	78.64
1-1100-412-00-065-001-0-550	JP PCT 3/PL 1-PRINTING & BINDING	2,000.00	2,135.20	16.32	1,862.33	256.55	87.98
1-1100-412-00-066-001-0-550	JP PCT 3/PL 2-PRINTING & BINDING	2,000.00	2,571.28	.00	2,201.28	370.00	85.61
1-1100-412-00-067-001-0-550	JP PCT 4/PL 1-PRINTING & BINDING	1,000.00	800.00	565.00	.00	235.00	70.63
1-1100-412-00-068-001-0-550	JP PCT 4/PL 2-PRINTING & BINDING	2,500.00	644.42	.00	590.93	53.49	91.70
1-1100-412-00-069-001-0-550	JP PCT 5/PL 1-PRINTING & BINDING	150.00	150.00	.00	.00	150.00	.00
1-1100-412-00-080-002-0-550	CRIM DA-PRINTING & BINDING	4,875.00	4,875.00	.00	4,875.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
1-1100-412-00-090-001-0-550	DIST CLERK-PRINTING & BINDING	40,000.00	35,140.00	3,521.00	31,597.32	21.68	99.94
1-1100-412-30-085-003-0-550	PUBLIC DEFENDER-PRINTING & BINDING	1,500.00	1,500.00	180.90	718.80	600.30	59.98
1-1100-413-00-110-006-0-550	CO JUDGE-PRINTING & BINDING	500.00	1,550.00	38.50	1,462.00	49.50	96.81
1-1100-413-00-125-001-0-550	EXECUTIVE OFFICE-PRINTING & BINDING	.00	280.00	137.85	.00	142.15	49.23
1-1100-414-00-130-001-0-550	ELECTIONS DEPT-PRINTING & BINDING	15,000.00	8,061.01	2,707.05	1,889.95	3,464.01	57.03
1-1100-415-14-115-001-0-550	DBM-BUDGET DIV-PRINTING & BINDING	1,000.00	1,000.00	.00	.00	1,000.00	.00
1-1100-415-15-140-001-0-550	TAX OFF-PRINTING & BINDING	18,000.00	18,000.00	4,964.32	5,966.29	7,069.39	60.73
1-1100-415-16-150-001-0-550	CO TREASURER-PRINTING & BINDING	1,000.00	650.00	.00	650.00	.00	100.00
1-1100-415-18-160-001-0-550	PURCHASING-PRINTING & BINDING	2,750.00	29.00	.00	.00	29.00	.00
1-1100-415-21-170-001-0-550	CO AUDITOR-PRINTING & BINDING	3,000.00	2,633.27	.00	1,271.06	1,362.21	48.27
1-1100-415-40-180-001-0-550	CO CLERK-PRINTING & BINDING	20,000.00	20,000.00	3,524.98	14,170.36	2,304.66	88.48
1-1100-415-40-180-002-0-550	CO CLERK RECORD ARCHIVE-PRINT & BIND	750.00	450.00	.00	.00	450.00	.00
1-1100-415-50-190-001-0-550	CIVIL SERVICE-PRINTING & BINDING	2,250.00	.00	.00	.00	.00	.00
1-1100-415-50-190-002-0-550	HUMAN RESOURCES-PRINTING & BINDING	10,000.00	537.50	.00	537.50	.00	100.00
1-1100-419-10-210-001-0-550	PLANNING DEPT-PRINTING & BINDING	1,800.00	795.00	.00	795.00	.00	100.00
1-1100-419-40-220-001-0-550	FACILITIES MGMT-PRINTING & BINDING	500.00	1,000.00	.00	681.28	318.72	68.13
1-1100-421-00-125-011-0-550	TX DPS-PRINTING & BINDING	1,125.00	1,125.00	.00	537.35	587.65	47.76
1-1100-421-00-280-001-0-550	SHERIFF-PRINTING & BINDING	22,891.00	12,006.20	318.00	9,303.00	2,385.20	80.13
1-1100-421-00-291-001-0-550	CONSTABLE PCT.1-PRINTING & BINDING	500.00	.00	.00	.00	.00	.00
1-1100-421-00-292-001-0-550	CONSTABLE PCT.2-PRINTING & BINDING	600.00	600.00	473.50	.00	126.50	78.92
1-1100-421-00-293-001-0-550	CONSTABLE PCT.3-PRINTING & BINDING	2,000.00	2,082.70	.00	2,082.70	.00	100.00
1-1100-421-00-294-001-0-550	CONSTABLE PCT.4-PRINTING & BINDING	1,500.00	1,500.00	42.00	709.75	748.25	50.12
1-1100-421-00-295-001-0-550	CONSTABLE PCT.5-PRINTING & BINDING	375.00	375.00	.00	307.50	67.50	82.00
1-1100-422-10-300-001-0-550	FIRE MARSHAL-PRINTING & BINDING	2,663.00	938.00	.00	937.95	.05	99.99
1-1100-423-21-280-002-0-550	JAIL-PRINTING & BINDING	7,000.00	12,300.00	2,868.26	6,103.81	3,327.93	72.94
1-1100-423-60-330-002-0-550	JUV PROB-PRINTING & BINDING	5,000.00	5,000.00	1,666.90	2,130.05	1,203.05	75.94

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
1-1100-429-00-110-075-0-550	EMERGENCY MGMT-PRINTING & BINDING	.00	345.00	.00	180.00	165.00	52.17
1-1100-429-00-300-023-0-550	EMERG SRVS-EM-PRINTING & BINDING	500.00	155.00	.00	155.00	.00	100.00
1-1100-432-00-121-001-0-550	PCT1 SANITATION-PRINTING AND BINDING	750.00	694.78	.00	694.78	.00	100.00
1-1100-432-00-122-001-0-550	PCT2 SANITATION-PRINTING & BINDING	2,250.00	750.00	.00	.00	750.00	.00
1-1100-432-00-123-001-0-550	PCT3 SANITATION-PRINTING & BINDING	375.00	143.00	.00	143.00	.00	100.00
1-1100-441-00-340-001-0-550	HEALTH ADM-PRINTING & BINDING	6,000.00	3,742.60	1,440.00	2,302.00	.60	99.98
1-1100-441-00-340-003-0-550	HEALTH CLINICS-PRINTING & BINDING	1,500.00	1,305.60	.00	1,305.60	.00	100.00
1-1100-444-00-240-001-0-550	HUMAN SERVICES-PRINTING & BINDING	2,000.00	366.90	.00	366.90	.00	100.00
1-1100-444-00-370-001-0-550	VETERAN'S SRV-PRINTING & BINDING	750.00	750.00	6.00	401.50	342.50	54.33
1-1100-451-10-125-020-0-550	HISTORICAL COMM-PRINTING & BINDING	1,000.00	.00	.00	.00	.00	.00
1-1100-452-00-121-013-0-550	PCT1 PARKS-PRINTING & BINDING	.00	1,565.95	.00	1,565.70	.25	99.98
1-1100-452-00-122-008-0-550	PCT2 PARKS-PRINTING & BINDING	1,000.00	1,000.00	.00	325.55	674.45	32.56
1-1100-452-00-123-008-0-550	PCT3 PARKS-PRINTING & BINDING	500.00	200.00	.00	175.00	25.00	87.50
1-1100-461-00-380-001-0-550	TX AGRILIFE EXT-PRINTING & BINDING	500.00	500.00	.00	231.70	268.30	46.34
1-1100-466-00-122-082-0-550	PCT2 CRC (S.TOWER)-PRINTING & BINDING	100.00	100.00	.00	.00	100.00	.00
1100 GENERAL FUND		**214,868.00**	**168,164.46**	**24,115.47**	**107,838.74**	**36,210.25**	**78.47**
1200 ROAD AND BRIDGE							
1-1200-431-00-121-004-0-550	PCT1 ADM-PRINTING & BINDING	150.00	4,350.00	1,529.16	2,470.70	350.14	91.95
1-1200-431-00-122-005-0-550	PCT2 ADM-PRINTING & BINDING	500.00	1,650.00	33.70	809.75	806.55	51.12
1-1200-431-00-123-004-0-550	PCT3 ADM-PRINTING & BINDING	1,000.00	1,000.00	.00	.00	1,000.00	.00
1-1200-431-00-124-005-0-550	PCT4 ADM-PRINTING & BINDING	700.00	2,255.71	122.41	2,133.30	.00	100.00
1-1200-431-00-124-007-0-550	PCT4 RD MAINT-PRINTING & BINDING	.00	845.60	524.60	321.00	.00	100.00
1-1200-431-00-260-001-0-550	R-O-W DEPT-PRINTING & BINDING	1,000.00	964.60	.00	955.75	8.85	99.08
1200 ROAD AND BRIDGE		**3,350.00**	**11,065.91**	**2,209.87**	**6,690.50**	**2,165.54**	**80.43**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
1-1222-412-00-080-006-0-550	DA BAD CK-PRINTING & BINDING	5,000.00	5,000.00	.00	4,994.61	5.39	99.89
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**5,000.00**	**5,000.00**	**.00**	**4,994.61**	**5.39**	**99.89**
1223 DISTRICT ATTORNEY INVESTIGATION HB65							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1223 DISTRICT ATTORNEY INVESTIGATION HB65							
1-1223-412-00-080-007-0-550	DA INVESTIGATION HB65-PRINTING & BINDING	.00	1,700.00	929.70	539.50	230.80	86.42
1223 DISTRICT ATTORNEY INVESTIGATION HB65		**.00**	**1,700.00**	**929.70**	**539.50**	**230.80**	**86.42**
1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF							
1-1229-421-00-280-007-0-550	SHRF FED SHARING-USDJ-PRINTING & BINDING	2,000.00	2,000.00	.00	.00	2,000.00	.00
1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF		**2,000.00**	**2,000.00**	**.00**	**.00**	**2,000.00**	**.00**
1246 T.A.C. SPECIAL VEHICLE INVENTORY							
1-1246-415-15-140-003-0-550	TAX OFF-PRINTING & BINDING	6,250.00	6,250.00	.00	.00	6,250.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY		**6,250.00**	**6,250.00**	**.00**	**.00**	**6,250.00**	**.00**
1247 LAW LIBRARY							
1-1247-412-50-100-001-0-550	LAW LIBRARY-PRINTING & BINDING	2,000.00	2,080.75	500.00	406.25	1,174.50	43.55
1247 LAW LIBRARY		**2,000.00**	**2,080.75**	**500.00**	**406.25**	**1,174.50**	**43.55**
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST							
1-1254-412-00-270-014-0-550	HIDTA US JUSTICE-PRINTING & BINDING	2,500.00	2,500.00	36.00	1,007.00	1,457.00	41.72
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST		**2,500.00**	**2,500.00**	**36.00**	**1,007.00**	**1,457.00**	**41.72**
1283 DESIGNATED PURPOSE GRANTS LVL 3							
1-1283-429-10-300-026-0-550	HAZARD MITIGATION-PRINTING & BINDING	.00	953.69	.00	.00	953.69	.00
1283 DESIGNATED PURPOSE GRANTS LVL 3		**.00**	**953.69**	**.00**	**.00**	**953.69**	**.00**
1287 DESIGNATED PURPOSE GRANTS LVL 7							
1-1287-465-20-110-070-9-550	EDA-PRINTING & BINDING	.00	6,000.22	.00	.00	6,000.22	.00
1287 DESIGNATED PURPOSE GRANTS LVL 7		**.00**	**6,000.22**	**.00**	**.00**	**6,000.22**	**.00**
1292 WIC							
1-1292-441-00-350-001-1-550	WIC ADM-PRINTING & BINDING	.00	3,061.94	162.02	2,584.89	315.03	89.71
1-1292-441-00-350-001-2-550	WIC ADM-PRINTING & BINDING	.00	5,000.00	49.95	.00	4,950.05	1.00
1-1292-441-00-350-014-2-550	WIC OBESITY PREV-PRINTING & BINDING	.00	3,000.00	940.15	1,931.99	127.86	95.74
1292 WIC		**.00**	**11,061.94**	**1,152.12**	**4,516.88**	**5,392.94**	**51.25**
1293 HEALTH DEPARTMENT							
1-1293-441-00-340-008-1-550	T.B. CONTROL-PRINTING & BINDING	.00	3,246.35	.00	2,496.20	750.15	76.89
1-1293-441-00-340-008-2-550	T.B. CONTROL-PRINTING & BINDING	.00	204.00	.00	.00	204.00	.00
1-1293-441-00-340-011-0-550	TDH T.B.ELIM-PRINTING & BINDING	.00	3,329.00	.00	3,329.00	.00	100.00
1-1293-441-00-340-012-1-550	IMM DIV LOCAL-PRINTING & BINDING	.00	12,260.00	.00	4,235.60	8,024.40	34.55
1-1293-441-00-340-012-2-550	IMM DIV LOCAL-PRINTING & BINDING	.00	5,000.00	.00	669.38	4,330.62	13.39
1-1293-441-00-340-042-1-550	PPCPS/PHER-PRINTING & BINDING	.00	36,090.00	.00	.00	36,090.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT							
1-1293-441-00-340-052-2-550	PRENATAL/MATERNITY-PRINTING & BINDING	.00	10,000.00	.00	.00	10,000.00	.00
1293 HEALTH DEPARTMENT		**.00**	**70,129.35**	**.00**	**10,730.18**	**59,399.17**	**15.30**
1297 ADULT PROBATION							
1-1297-423-00-320-002-1-550	BASIC SUPERVISION-PRINTING & BINDING	.00	5,173.78	.00	3,776.75	1,397.03	73.00
1-1297-423-00-320-002-2-550	BASIC SUPERVISION-PRINTING & BINDING	.00	8,000.00	644.09	1,890.00	5,465.91	31.68
1-1297-423-00-320-008-1-550	COMM CORR-PRINTING & BINDING	.00	109.74	.00	54.75	54.99	49.89
1-1297-423-00-320-018-1-550	DP CASELOAD REDUCTION-PRINTING & BINDING	.00	621.00	.00	620.00	1.00	99.84
1-1297-423-00-320-020-1-550	SATF-PRINTING & BINDING	.00	382.05	.00	109.50	272.55	28.66
1-1297-423-00-320-020-2-550	SATF-PRINTING & BINDING	.00	480.00	.00	.00	480.00	.00
1297 ADULT PROBATION		**.00**	**14,766.57**	**644.09**	**6,451.00**	**7,671.48**	**48.05**
2201 SELF-FUNDED HEALTH BENEFITS							
1-2201-415-00-115-009-0-550	DBM-HEALTH INS ADM-PRINTING & BINDING	.00	700.00	.00	594.97	105.03	85.00
2201 SELF-FUNDED HEALTH BENEFITS		**.00**	**700.00**	**.00**	**594.97**	**105.03**	**85.00**
2202 SELF-FUNDED WORKERS' COMP							
1-2202-419-50-115-065-0-550	DBM-W/C DIV-PRINTING & BINDING	1,000.00	1,000.00	.00	356.96	643.04	35.70
2202 SELF-FUNDED WORKERS' COMP		**1,000.00**	**1,000.00**	**.00**	**356.96**	**643.04**	**35.70**
1 YEAR 1		**236,968.00**	**303,372.89**	**29,587.25**	**144,126.59**	**129,659.05**	**57.26**

AI-29863 **11. M.**

CC CONSENT

Meeting Date: 12/06/2011

Submitted For: Martha L. Salazar Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Comdata Corporation/Transmontainge Product Services, Inc. to add additional fuel card(s) and/or driver (s) for:

1. Constable Pct No. 4 Fuel Card and Driver
2. Constable Pct No. 3 Fuel Cards only
3. Constable Pct No. 2 Driver only

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-29X-001-0-626

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

BUDGETARY IMPACT:

Constable Pct. 2, 3, & 4 (Dept. #292, 293 & 294). Funds available as of 12-1-11.

Attachments

Request form

Request form

request pct 2

Constable 3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 09:06 AM
Budget & Management	Merlen P. Munoz	12/01/2011 09:48 AM
Rosalinda Cantu	Merlen P. Munoz	12/01/2011 10:07 AM
Ivan Cantu	Ivan Cantu	12/01/2011 02:32 PM
Auditor's Office	Arcilia Duran	12/01/2011 04:11 PM
Martha Salazar	Nielda Cavazos	12/02/2011 10:42 AM

Form Started By: Nielda Cavazos Started On: 11/28/2011 02:12 PM

Final Approval Date: 12/02/2011

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FUEL CREDIT CARD REQUEST FORM

ty Purchasing Department to request a fuel card for County business
n for the billing account number provided by the department.

☐Add Vehicle Card ☑Add Driver Pin ☐Delete/ Cancel Card ☐Delete/Cancel Driver

Department:	Hidalgo County Constable Pct.2
Billing Address:	523 S. Standard SanJuan Tx. 78589
Fuel Card Manager:	
	This person can not have use of the fuel card
Phone Number:	**County Email:**
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	Chief F. Sanchez
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Fernando Gaitan	03/06/77	088226		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

X☐**Add Vehicle Card** **XAdd Driver Pin** ☐**Delete/ Cancel Card** ☐**Delete/Cancel Driver**

Department:	Constable Pct 4
Billing Address:	2814 S Hwy 281 Edinburg, Texas 78539
Fuel Card Manager:	Nancy Ponce
	This person can not have use of the fuel card
Phone Number:	956-383-8560 **County Email:** nancy.ponce@co.hidalgo.tx.us
Web user Name:	**Password:**
Hidalgo Co Acct Number:	1-1100-421-00-294-001-0-626
Requested By:	Nancy Ponce
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Martha L. Salazar, CPPB

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**
98M-TF4	2007 FORD EXPEDITION	1FMFU15567LA08116	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
AARON LUIS MORENO	4/14/1966	064807		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

NOV 30 2011 7:8:32

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County Constable Pct. 2
Billing Address:	300 w. hall acres Pharr Tx, 78577
Fuel Card Manager:	
	This person can not have use of the fuel card
Phone Number:	956-784-3510 **County Email:**
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	Chief F. Sanchez
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Senaida Alonzo	12/03/1971	059366		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

ose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business e only. The Requestor must be authorized to sign for the billing account number provided by the department.

☑ Add Vehicle Card ☐ Add Driver Pin ☐ Delete/ Cancel Card ☐ Delete/Cancel Driver

Department: Constable Pct. 3 Department
Billing Address: 730 N. Bryfogle Rd. Ste. B Mission TX 78574
Fuel Card Manager: Raquel V. Ramos
This person can not have use of the fuel card
Phone Number: 956-205-7031 **County Email:** raquel.ramos@co.hidalgo.tx.us
Web user Name: **Password:**
Hidalgo Co Acct Number: 1-1100-421-00-293-0010-626
Requested By: Horaldo Sanchez Horaldo Sanchez Chief Deputy
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: 12/6/11
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**
1125359	2011 Ford F150 Pickup	1FTFWICF1BKE10618	
1125360	2011 Ford F150 Pickup	1FTFWICFXBKE10617	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required