AI-30234 **2. A.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Armando Barrera Jr. Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2011 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 12-21-11

Attachments

30234 lit $10,000

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/20/2011 08:01 AM
Veronica Ortiz	Veronica Ortiz	12/21/2011 08:50 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Mary Garcia Started On: 12/16/2011 12:16 PM

Final Approval Date: 12/22/2011

DATE: December 16, 2011

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 1-1100-415-15-140-001-0xxx

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

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
601	Office & Computer Supplies	535	Postage	10,000.00
			TOTAL	10,000.00

REASON: **To fund postage fees.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-30264 **2. B.**

CC CONSENT

Meeting Date: 12/29/2011

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 12/22/2011.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/20/2011 11:20 AM
Ana Galvan	Ana Galvan	12/22/2011 11:15 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Dairen Sarmiento Started On: 12/20/2011 11:05 AM

Final Approval Date: 12/22/2011

DATE: 12-27-11
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.:

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

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
531	telephone	336	computer services	$ 3,500.00
601	office supplies	336	computer services	$ 17.50
607	janitoria supplies	336	computer services	$ 124.84
780	capital lease	336	computer services	$ 4.72
583	trave l out of county	336	computer services	$ 36.00
581	travel in county	336	computer services	$ 754.70
631	bottled water	336	computer services	$ 94.65

reason: To pay invoice for 3M core grouping - cms grouper software contract E-10-303-07-27-3M Invoice was sent to incorrect address and therefore has not been paid. I have requested a 2nd invoice be sent so that we can request a PO and process for payment. I have requested a transfer from a restricted object code (531) only because I do not have any other funds available for this service. My telephone expense is an average of $1500 per month. I have left enough funds in (531) to cover the remaining 2 months of the year. (Please see attached documentation)

TOTAL $ 4,532.41

Dairen Sarmiento 12/21/2011
Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

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

3M Health Information Systems
575 West Murray Blvd
Murray, UT 84123
801-265-4200

3M Tax ID: 41-0417775

Account#:HBP7287

Invoice#	Invoice Amount
SC55777	$4,532.41
Invoice Date	**Due Date**
08/19/2011	09/18/2011
PO # or Reference	**Terms**
-	Net 30

INVOICE

Bill To:

Health & Human Services
Hidalgo County
1304 S 25th Ave
Edinburg, TX 78542

Billing Inquiries:	**Melissa Evans, Billing Specialist**	mevans2@mmm.com	**Phone:**	801-265-4662
			Fax:	651-732-8888

Contract Reference:	Renewal Billing	**3M Contract #:**	99-0928
Billing Period:	09/21/2011 - 09/20/2012	**Contract Term:**	09/21/2010 - 09/20/2015

SKU Code	Description	Quantity	Amount
Hidalgo County Edinburg, TX (2740493)			
CGS-CMS	Core Grouping Software - CMS Grouper Software	1.00	$4,532.41
		Hidalgo County Total:	**$4,532.41**

$4,532.41

We appreciate your business

Please contact the following individuals with questions:

Contact Information:

Billing Inquiries:
Melissa Evans
801-265-4662
mevans2@mmm.com
Fax: 651-732-8888

Address Change:
Susan Baer
sbaer@mmm.com
801-265-4694
Fax: 651-732-7896

Credit & Account Status Inquiries:
Kenny Kiter
kkiter@mmm.com
801-265-4610
Fax: 651-732-8591

Please detach and return with payment

Please Remit Payment To:

3M
PO Box 844127
Dallas TX 75284-4127

Invoice#	Invoice Amount
SC55777	$4,532.41
Invoice Date	**Due Date**
08/19/2011	09/18/2011
PO # or Reference	**Terms**
-	Net 30

Amount Enclosed: _____

AI-30211 **2. C.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted By: Rachel Cavazos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2011 - Constable Pct. 3 (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/22/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/15/2011 01:21 PM
Ana Galvan	Ana Galvan	12/22/2011 09:37 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Rachel Cavazos Started On: 12/15/2011 12:19 PM

Final Approval Date: 12/22/2011

DATE: December 28, 2011

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
342	INFO & CREDIT SRVS	626	GASOLINE/DIESEL	$ 625.00
431	BLDG & OTHER STRC R&M SR	626	GASOLINE/DIESEL	$ 505.41
432	EQUIP & VEH R&M SRVS	626	GASOLINE/DIESEL	$ 0.01
442	EQUIP & VEH RENTALS	626	GASOLINE/DIESEL	$ 284.80
531	TELEPHONE	626	GASOLINE/DIESEL	$ 211.00
532	WIRELESS DEVICES	626	GASOLINE/DIESEL	$ 461.11
583	OUT OF COUNTY TRAVEL	626	GASOLINE/DIESEL	$ 115.41
611	POLICE SUPPLIES	626	GASOLINE/DIESEL	$ 266.18
672	EQ & VEH R&M SUPPLIES	626	GASOLINE/DIESEL	$ 146.69
336	COMPUTER SERVICES	626	GASOLINE/DIESEL	$ 0.09
			TOTAL	$ 2,615.70

REASON: TO COVER INVOICES FOR FUEL PURCHASES FOR CONSTABLE PCT. 3 DEPARTMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-30255 **2. D.**

CC CONSENT

Meeting Date: 12/29/2011

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 12/20/2011

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/20/2011 08:04 AM
JC Carreon	JC Carreon	12/20/2011 02:23 PM
Purchasing Department	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Nancy Ponce Started On: 12/19/2011 03:34 PM

Final Approval Date: 12/22/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: December 19, 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**
529	SURETY & NOTORY BONDS	432	EQUIP&VEH R&M SRV	$ 70.00
			TOTAL	**$ 70.00**

REASON: TRANSFER NEEDED TO MAKE PURCHASE OF TWO NEW TIRES FOR UNIT 403

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-30233 **2. E.**

CC CONSENT

Meeting Date: 12/29/2011

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 12/16/2011

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/16/2011 11:45 AM
Ana Galvan	Ana Galvan	12/22/2011 10:10 AM
Purchasing Department	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Nancy Ponce Started On: 12/16/2011 11:04 AM

Final Approval Date: 12/22/2011

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: December 16, 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**
748	OTHER EQUIPMENT	811	LICENSES & PERMITS	$ 35.00
			TOTAL	**$ 35.00**

REASON: TRANSFER NEEDED TO MAKE FEE PAYMENT FOR
OUR NEW HIRE EMPLOYEE SERGENT AARON LUIS MORENO

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-30243 **2. F.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-423-00-280-042-0-XXX

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

BUDGETARY IMPACT:

Funds are available as of 12/20/11.

Attachments

LIT FY2010 SCAAP

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/19/2011 09:42 AM
Budget & Management	Merlen P. Munoz	12/20/2011 08:02 AM
JC Carreon	JC Carreon	12/20/2011 02:06 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/19/2011 08:48 AM

Final Approval Date: 12/22/2011

DATE: December 16, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: FY2010 SCAAP

ACCOUNT NUMBER: 1-1284-423-00-280-042-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-423-00-280-042-0-	664 - Other minor equipment	→	1-1284-423-00-280-042-0-	619 - Other miscellaneous supplies	8,505.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
					$8,505.00

REASON: Need to move money to correct line item to pay for cameras installed at jail.

Emilia Mireles

DEPARTMENT HEAD SIGNATURE

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

AI-30244 **2. G.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-423-00-280-042-9-XXX

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

BUDGETARY IMPACT:

Funds are avilable as of 12/19/11.

No local match is required.

Attachments

LIT FY2009 SCAAP

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/19/2011 09:42 AM
Budget & Management	Merlen P. Munoz	12/20/2011 08:02 AM
Ana Galvan	Ana Galvan	12/22/2011 10:33 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/19/2011 08:56 AM

Final Approval Date: 12/22/2011

DATE: December 15, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: FY2009 SCAAP

ACCOUNT NUMBER: 1-1284-423-00-280-042-9-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-423-00-280-042-9-	748- Other Equipment	→	1-1284-423-00-280-042-9-	664- Other Minor Equipment	8,942.40
		→			
		→			
		→			
		→			
		→			
		→			
		→			
					$8,942.40

REASON: Need to move money to correct line item to account for reclassification by county auditor.

Emilia Nieto

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__

DATE

ATTEST COUNTY CLERK

AI-30245 **2. H.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1284-421-00-280-047-2-XXX

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

BUDGETARY IMPACT:

Funds are available as of 12/19/11.

No local match is required.

Attachments

LIT OPSG 2009

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/19/2011 09:42 AM
Budget & Management	Merlen P. Munoz	12/20/2011 08:03 AM
Ana Galvan	Ana Galvan	12/22/2011 10:55 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/19/2011 09:02 AM

Final Approval Date: 12/22/2011

DATE: December 15, 2011

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: OPERATION STONEGARDEN 2009

ACCOUNT NUMBER: 1-1284-421-00-280-047-2-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1-1284-421-00-280-047-2-	250- UNEMPLOYMENT COMP	→	1-1284-421-00-280-047-2-	230- RETIREMENT	0.01
		→			
		→			
		→			
		→			
		→			
		→			
		→			
					$0.01

REASON: Need to move money within benefits to cover deficit.

Emilia Vuiga

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___

DATE

ATTEST COUNTY CLERK

AI-30263 **2. I.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-

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

BUDGETARY IMPACT:

Available account balance as of 12-20-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/20/2011 10:48 AM
Budget & Management	Merlen P. Munoz	12/20/2011 11:18 AM
JC Carreon	JC Carreon	12/20/2011 01:55 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Virginia Rodriguez Started On: 12/20/2011 10:18 AM

Final Approval Date: 12/22/2011

DATE: DECEMBER 20, 2011

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 1-1100-423-21-280-002-0-

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-	601-OFFICE SUPPLIES	1-1100-423-21-280-002-0-	535-POSTAGE AND EXPRESS MAIL CHARGES	800.00
1-1100-423-21-280-002-0-	601-OFFICE SUPPLIES	1-1100-423-21-280-002-0-	531-TELEPHONE AND TELEGRAPH	2,000.00

AI-30250 **2. J.**

CC CONSENT

Meeting Date: 12/29/2011

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?:

BUDGETARY IMPACT:

Available account balance as of 12-20-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/19/2011 02:45 PM
JC Carreon	JC Carreon	12/20/2011 02:20 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Norma Ceballos Started On: 12/19/2011 02:10 PM

Final Approval Date: 12/22/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: December 19, 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: 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
671	Pct #3 Parks- Other Structures R&M Supplies	411	Pct #3 Parks - Water/Sewerage	$ 300.00
			TOTAL	**$ 300.00**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-30251 **2. K.**

CC CONSENT

Meeting Date: 12/29/2011

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?:

BUDGETARY IMPACT:

Available account balance as of 12-21-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/19/2011 02:46 PM
Veronica Ortiz	Veronica Ortiz	12/21/2011 09:58 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Norma Ceballos Started On: 12/19/2011 02:14 PM

Final Approval Date: 12/22/2011

DATE: December 19, 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

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
421	Pct #3 Sanitation - Disposal	411	Pct #3 Sanitation- Water/Sewerage	$ 200.00
			TOTAL	$ 200.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-30266 **2. L.**

CC CONSENT

Meeting Date: 12/29/2011

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 12/22/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/20/2011 12:55 PM
Ana Galvan	Ana Galvan	12/22/2011 03:28 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Jr. Munoz Started On: 12/20/2011 11:30 AM

Final Approval Date: 12/22/2011

DATE: December 22, 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 accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
672	Equipment & Vehicle R & M Supplies	550	Printing & Binding	1,450.00
			TOTAL	1,450.00

REASON: To cover day to day expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-30331 **3. A.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Budget & Management Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Co Wide Adm (1100)

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Damaris San Miguel Started On: 12/22/2011 04:35 PM

Final Approval Date: 12/22/2011

AI-30305 **4. A.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Criminal District Attorney (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Criminal District Attorney in the amount of $7,000.00 to fund advertising expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-00-XXX-002-0-XXX

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

BUDGETARY IMPACT:

Funds pending AI-30300 Health Insurance Sweep CC 12/29/11.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	12/22/2011 09:00 AM
Budget & Management	Merlen P. Munoz	12/22/2011 09:15 AM
Ivan Cantu	Ivan Cantu	12/22/2011 09:34 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Erika Zamora Started On: 12/21/2011 01:58 PM

Final Approval Date: 12/22/2011

DATE: December 29, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for District Attorney

ACCOUNT NUMBER: 1-1100-41X-00-XXX-002-0-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	(7,000.00)
TO			
1-1100-412-00-080-002-0- 540	CRIM DA	ADVERTISING	7,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund advertising expenditures.

SIGNATURE

/ /

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

AI-30318 **4. B.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Workers Compensation (2202) Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Workers Compensation (2202):
Approval of 2011 interdepartmental transfer from Hidalgo County (program 060) and Community Service Agency (program 062) to Hidalgo County (program 060) and Drainage District 1 (program 061) in the total amount of $16,500.00 to fund current and future expenses in 2011

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:
Available funds as of 12/22/11.

Attachments

Interdpt for Workers Compensation (2202)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/22/2011 08:26 AM
Olga Garza	Olga Garza	12/22/2011 09:49 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Dale Kennan Started On: 12/21/2011 05:33 PM

Final Approval Date: 12/22/2011

DATE: **Wednesday, December 21, 2011**

2011

DEPARTMENT HEAD: **Sergio Cruz**

Transfer

DEPARTMENT NAME: **Dept. of Budget & Management for Workers Compensation (2202)**

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

CONTACT PERSON: **Rey Salazar** **Ph#: (956) 292-7025 Ext. 5426**

Submitted By: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, C

ACCOUNT NUMBER	ACCOUNT NAME
1-2202-419-50-115-060-0-141	HIDALGO CO W/C-LOST WAGES
1-2202-419-50-115-062-0-333	CSA W/C-LEGAL SERVICES
1-2202-419-50-115-060-0-333	HIDALGO CO W/C-LEGAL SERVICES
1-2202-419-50-115-061-0-333	DD 1 W/C-LEGAL SERVICES

TOTAL BUDGET INCREASE (DECREASE)

REASON:

Transfer from HIDALGO CO W/C-LOST WAGES and CSA W/C-LEGAL SERVICES into HIDALGO CO W/C-LEGAL SERVICES current negative balances and future 2011 expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

111.070, Item C (2).

Chapter 111, § 111.070, Item C (2).

INCREASE (DECREASE) AMOUNT
(8,500.00)
(8,000.00)
15,000.00
$1,500.00
0.00

S and DD 1 W/C-LEGAL SERVICES to fund

ATTEST COUNTY CLERK

AI-30291 **4. C.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Pct #4 Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #4 C.O. 2010 A&B Series (1342):
1. Approval of 2011 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from (program 036) to Dickerson Pond (program 048 - $55,853.66), and to North Branch Drain (program 049 - $5,934.56) in the total amount of $61,788.22 to fund November 2011 Drainage Labor (PP#22&23) & Fuel Reimbursements.

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 12-21-11
1-1342-431-00-124-036-0-890 --> 1-1342-431-00-124-0XX-0-733 $61,788.22
To fund November 2011 Drainage Labor & Fuel reimbursements.

Attachments

interdept transfer - 1342

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	12/21/2011 10:01 AM
Budget & Management	Merlen P. Munoz	12/21/2011 10:21 AM
Olga Garza	Olga Garza	12/22/2011 09:39 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Manuel Chapa Started On: 12/21/2011

Final Approval Date: 12/22/2011

DATE: December 21, 2011

2011
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for
C.O. Pct#4 Drainage Improvement Project (1342)

AI# 30291

ACCOUNT NUMBER: 1-1342-431-00-124-XXX-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

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
1-1342-431-00-124-036-0-890	CO2010A&B-PCT4 DRAIN IMPROV-OTHER	(61,788.22)
1-1342-431-00-124-048-0-733	CO2010A&B-PCT4 DICKERSON POND-DRAINAGE DITCHES	55,853.66
1-1342-431-00-124-049-0-733	CO2010A&B-PCT4 NORTH BRANCH DRAIN-DRAINAGE DITCHES	5,934.56
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to programs 048 & 049 to fund Pct#4 Drainage Improvement Projects - Payroll (PP 22&23) & Fuel Reimbursements for November 2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-30316 **4. D.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Health Benefits (2201) Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Health Benefits (2201):
Approval of 2011 interdepartmental transfer from Drainage District 1 (program 004) to Head Start (program 006) in the total amount of $400,000.00 to fund current and future expenses in 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-2201-415-00-115-00X-0-820

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

BUDGETARY IMPACT:
Available funds as of 12/22/11.

Attachments

Interdpt for Health Benefits (2201)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/22/2011 08:25 AM
Olga Garza	Olga Garza	12/22/2011 09:43 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Dale Kennan Started On: 12/21/2011 05:25 PM

Final Approval Date: 12/22/2011

DATE: **Wednesday, December 28, 2011**

2011

DEPARTMENT HEAD: **Sergio Cruz**

Transfer

DEPARTMENT NAME: **Dept. of Budget & Management for Health Benefits (2201)**

ACCOUNT NUMBER: **1-2201-415-00-115-00X-0-820**

CONTACT PERSON: **Rey Salazar** **Ph#: (956) 292-7025 Ext. 5426**

Submitted By: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, C

ACCOUNT NUMBER	ACCOUNT NAME
1-2201-415-00-115-004-0-820	HEALTH BENEFITS-DD1-CLAIMS NOT COVERED
1-2201-415-00-115-006-0-820	HEALTH BENEFITS-HS-CLAIMS NOT COVERED

111.070, Item C (2).

Chapter 111, § 111.070, Item C (2).

INCREASE (DECREASE) AMOUNT
(400,000.00)
$400,000.00
0.00

und current negative balances and future 2011

ATTEST COUNTY CLERK

AI-30301 **4. E.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 Sanitation (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Pct. 3 Sanitation in the amount of $30,000.00 to fund disposal expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-4XX-00-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

1-1100-415-00-115-002-0-899 --> 1-1100-432-00-123-001-0-421 $30,000.00

Funds pending AI-30300 CC 12/29/11.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	12/22/2011 08:37 AM
Budget & Management	Merlen P. Munoz	12/22/2011 09:01 AM
Perla Lopez	Angela Garcia	12/22/2011 10:22 AM
Olga Garza	Olga Garza	12/22/2011 10:26 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Erika Zamora Started On: 12/21/2011 01:49 PM

Final Approval Date: 12/22/2011

DATE: December 29, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 3 Sanitation

ACCOUNT NUMBER: 1-1100-4XX-00-1XX-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	(30,000.00)
TO			
1-1100-432-00-123-001-0- 421	PCT 3 SANITATION	DISPOSAL	30,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund disposal expenditures.

SIGNATURE

/ /

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

AI-30302 **4. F.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Juvenile Probation (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Juvenile Probation in the amount of $141,541.91 to fund room & board expenditures for the month of November.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-4XX-X0-XXX-002-0-X9X

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

BUDGETARY IMPACT:

1-1100-415-00-115-002-0-899 --> 1-1100-423-60-330-002-0-590 $141,541.91.

Funds pending AI-30300 CC 12/29/11

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	12/22/2011 08:45 AM
Budget & Management	Merlen P. Munoz	12/22/2011 09:02 AM
Perla Lopez	Angela Garcia	12/22/2011 10:22 AM
Manuel Chapa	Manuel Chapa	12/22/2011 01:35 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Erika Zamora Started On: 12/21/2011 01:51 PM

Final Approval Date: 12/22/2011

DATE: December 29, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Juvenile Probation

ACCOUNT NUMBER: 1-1100-4XX-X0-XXX-002-0-X9X

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	(141,541.91)
TO			
1-1100-423-60-330-002-0- 590	JUV PROB	ROOM & BOARD	141,541.91
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund room & board expenditures for the month of November.

SIGNATURE

/ /

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

AI-30304 **4. G.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Fire Marshal (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm-Contingency to Various Fire Department Programs in the amount of $74,825.00 to fund fire call expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-4XX-X0-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds pending AI-30300 CC 12/29/11.

Attachments

Interdept transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	12/22/2011 08:57 AM
Budget & Management	Merlen P. Munoz	12/22/2011 09:02 AM
Roland Garcia	Rolando Garcia	12/22/2011 02:56 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Erika Zamora Started On: 12/21/2011 01:55 PM

Final Approval Date: 12/22/2011

DATE: December 29, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Fire 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	(74,825.00)
TO			
1-1100-422-20-300-002-0- 841	ALAMO FD	AID TO GOVT AGENCY	3,475.00
1-1100-422-20-300-003-0- 841	ALTON FD	AID TO GOVT AGENCY	25,075.00
1-1100-422-20-300-006-0- 841	EDINBURG FD	AID TO GOVT AGENCY	17,900.00
1-1100-422-20-300-007-0- 841	ELSA FD	AID TO GOVT AGENCY	3,650.00
1-1100-422-20-300-009-0- 841	LA JOYA FD	AID TO GOVT AGENCY	7,275.00
1-1100-422-20-300-010-0- 841	LA VILLA FD	AID TO GOVT AGENCY	3,825.00
1-1100-422-20-300-013-0- 841	MERCEDES FD	AID TO GOVT AGENCY	1,950.00
1-1100-422-20-300-014-0- 841	MISSION FD	AID TO GOVT AGENCY	1,175.00
1-1100-422-20-300-015-0- 841	MONTE ALTO FD	AID TO GOVT AGENCY	2,200.00
1-1100-422-20-300-016-0- 841	PALMVIEW FD	AID TO GOVT AGENCY	350.00
1-1100-422-20-300-017-0- 841	PHARR FD	AID TO GOVT AGENCY	7,400.00
1-1100-422-20-300-019-0- 841	WESLACO FD	AID TO GOVT AGENCY	250.00
1-1100-422-20-300-026-0- 841	SULLIVAN FD	AID TO GOVT AGENCY	300.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund fire call expenditures.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-30283 **5. A.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Constable Precinct No. 5 Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #5:
Approval of 2012 interdepartmental transfer from County Wide Administration Contingency to Constable Precinct No. 5 in the amount of $9,373.60.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

To fund auto allowance and related fringes for the Constable Pct. 5 to be effective 1-1-12.

Funds available in 2012 adopted budget.

Attachments

Interdept Transfer for Constable Pct. 5 auto allowance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/21/2011 08:45 AM
Ivan Cantu	Ivan Cantu	12/21/2011 01:20 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Rosie Cantu Started On: 12/20/2011 04:20 PM

Final Approval Date: 12/22/2011

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: December 29, 2011

2012

Interdepartmental Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CONST PCT 5

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:			
2-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(9,373.60)
TO:			
2-1100-421-00-295-001-0- 118	CONSTABLE PCT. 5	AUTO ALLOWANCE	8,000.00
2-1100-421-00-295-001-0- 220	CONSTABLE PCT. 5	FICA	612.00
2-1100-421-00-295-001-0- 230	CONSTABLE PCT. 5	RETIREMENT	761.60
	TOTAL BUDGET INCREASE/DECREASE		**0.00**

REASON: To fund the auto allowance and related fringe benefit expenditures for the newly appointed Constable, Pct No. 5 in calendar year 2012. Note: Elected officials not afforded unemployment.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-30293 **6. A.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co. Wide Adm - Contingency (1100):
Approval of 2011 interfund transfer from Court Reporter fund (1239) to Co. Wide Adm. - Contingency (1100) in the amount of $160,000.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available in the Court Reporter fund balance as of 12-21-11.

Attachments

Interfund Transfer to Co. Wide Adm.-Contingency

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/21/2011 11:30 AM
Ivan Cantu	Ivan Cantu	12/21/2011 01:02 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Erika Zamora Started On: 12/21/2011 11:13 AM

Final Approval Date: 12/22/2011

DATE: December 29, 2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Co. Wide Adm.

2011
Interfund Transfer

ACCOUNT NUMBER: **1-1100-415-00-115-002-0-899**

CONTACT PERSON: Erika Zamora **PHONE:** 292-7025 ext. 5416

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1239-491-01-000-100-0- 891	Transfers Out	General Fund	160,000.00
TO:			
1-1100-391-01-000-239-0- 000	Transfers In	Court Reporter	160,000.00
1-1100-415-00-115-002-0- 899	Co. Wide Adm.	Contingency	160,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**160,000.00**

REASON: To fund pending obligations.

DEPARTMENT HEAD SIGNATURE

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

AI-30261 **6. B.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Precinct No.2 **Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct#2 TxDOT (1315):
Approval of 2011 interfund transfer from CO2009 (1339) to TxDOT (1315) in the amount of $698.93 for ROW expenditures related to TxDOT "I" Road project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1339-431-00-122-039-0-733

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

BUDGETARY IMPACT:

available balance as of 12/20/11.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	12/21/2011 08:52 AM
Budget & Management	Merlen P. Munoz	12/21/2011 09:43 AM
Manuel Chapa	Manuel Chapa	12/21/2011 10:33 AM
Purchasing Department	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Rolando Garcia Started On: 12/20/2011 08:36 AM

Final Approval Date: 12/22/2011

DATE: December 20, 2011

2011

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for:
Precinct No.2 TxDOT

ACCOUNT NUMBER: 1-1315-431-00-122-016-0-711

CONTACT PERSON: Rolando Garcia Jr. **PHONE:** 292-7025 ext. 5761

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1339-431-00-122-039-0-733	CO2009-PCT2 CESAR CHVZ(1M E TOWER)-DRAIN	(698.93)
1-1339-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS	698.93
TO		
1-1315-391-01-000-339-0-000	TRANSFERS IN-CERT OF OBLIG, 2009	698.93
1-1315-431-00-122-016-0-711	TXDOT-"I" ROAD-ROW	698.93
	TOTAL BUDGET INCREASE (DECREASE)	**698.93**

REASON: To pay for invoice related to ROW for "I" Road project.

DEPARTMENT HEAD SIGNATURE

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

AI-30270 **7. A.**

CC CONSENT

Meeting Date: 12/29/2011

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

pct 2 4 cert plat

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/20/2011 02:55 PM
Olga Garza	Olga Garza	12/22/2011 09:31 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Irma Castillo Started On: 12/20/2011 01:28 PM

Final Approval Date: 12/22/2011

	PLANNING DEPT. PCT 1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	ESTEBAN RODRIGUEZ	1-7381
2.	JAIME SAENZ	1-8483
3.	ARMANDO SALAZAR	1-8506
4.	MARIA DEL CARMEN NARRO	1-8496
5.	JUDY TIJERINA	1-8518
6.	PEDRO MEDRANO	1-8527
	COMM. COURT: DECEMBER 29, 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: 1-7381

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: Esteban Rodriguez

Address: 3800 Seaside
Lot 457
Mercedes, TX 78570

Phone: 956-373-4515

Water Supplier: N/A

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

Account/ESI No.: 100327894 63780105

[ ] Temporary Pole [✓] Permanent Service
Mobile Home

regarding the land described as: Indian Hills Blk#1 lot#457 ,

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 02/06/84);

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 Pecina);

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 Gilbert Pecina);

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 Gilbert Pecina);

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

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____ Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 1-7381

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: Esteban Rodriguez

Address: 3800 Seminole
Lot 457,
Mercedes, Tx 78570

Phone: 956-373-4575

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

Indian Hills Blk #1 Lot #457

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Esteban Rodriguez — Requesting Party (Signature)
12/20/11 — 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:

12/20/11 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-7381
Aug. 4, 2010

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

I2230-00-001-0457-00

[1] OWNER: RODRIGUEZ, ESTEBAN

P.O. BPX 334
MERCEDES TX 78570-9401
Telephone No. 682-4128

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: RESD. ADDITION
23-MOBILE HOME/ADD. & RENOVATIONS

[5] SIZE OF STRUCTURE: 434 Sq. Ft.

[6] USE OF BUILDING: RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 457 BLK 1

LOCATION: 0 BASELINE & MILE 11

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $800

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS.
FRONT 25' REAR 20' SIDE 6' CORNER 10' FINISH FLOOR
18" ABOVE NATURAL.

Angie Chavez — Prepared by — 8/4/10 — Date

Approved by — 8/3/10 — Date

X. — Signature of Owner or Applicant — 8/4/10 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER 30'
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

WARRANTY DEED WITH VENDOR'S LIEN

2074692

DATE: January 22, 2010

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: Esteban Rodriguez

GRANTEE'S MAILING ADDRESS: P.O Box 334
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 Fifteen thousand Four hundred and NO/100 Dollars ($15400.00). 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 Four hundred Fifty- Seven (457),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 2010 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

affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected 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 2nd day of February, 2010 by Robert L. Schwarz

NOTARY PUBLIC STATE OF TEXAS
CYNTHIA OLIVAREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-29-2013

Cynthia Olivarez

Notary Public, State of Texas
Notary's name (printed) :

Notary's commission expires :

BUYER'S ACCEPTANCE OF DEED
01-22-2010

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.

Esteban Rodriguez

Esteban Rodriguez

AFTER RECORDING RETURN TO :
Harold Munal
800 N. McColl
McAllen, Texas 78501

EXHIBIT "A"

1. Minimum floor elevations, setback lines and utility easements as shown on the map of Indian Hills Subdivision, recorded in Volume 23, Page 180 and 181 and amended map recorded in Volume 24, Page 81, Map Records of Hidalgo County, Texas.

2. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvment District No. 9 and easements and restrictions as shown on the recorded and dedicated map of the above described subdivision.

3. Easement and Agreement in favor of Central Power and Light Company, dated January 23, 1984, recorded in Volume 1944, Page 183, Official Records of Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as may appear upon the map.

4. Pipeline easemant in favor of Rio Grande Valley Gas Company, as shown by instrument dated April 10, 1985, recorded in Volume 2123, Page740, Official Records of Hidalgo County, Texas.

5. Right of Way Easements in favor of Hidalgo County as shown by instrument dated September 10, 1953, recorded in Volume 782, Page 561, Deed Records of Hidalgo County, Texas.

6. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by D'Hemecourt Properties, Inc. to Southprot Exploration, Inc., dated March 15, 1982, recorded in Volume 415, Page 232, Oil and Gas Records of Hidalgo County, Texas.

7. Taxes for the year 2010, and all Subsequent years and all subsequent assessments for prior years.

8. Subject to Subdivision regulations of the County of Hidalgo State of Texas and/or Zoning and Building Ordinances and Ordinances or government regulations of City holding extra-territorial jurisdiction of said property.

9. Agreement in favor of Valley Electric and Ice Company as set forth in instrument dated August 25,1925, recorded in Volume 197, Page 291, Deed Records of Hidalgo County, Texas.

10. Agreement by and between Border Pipeline Company, Western Natural Gas Company and Rio Grande Valley Gas Company as to use of pipeline as set forth in instrument dated May 1, 1963, recorded in Volume 1115, Page 285, Deed Records of Hidalgo County, Texas.

11. Pipeline easement in favor of Mercedes Fuel Company as shown by instrument dated April 24, 1937 recorded in Volume 431, Page 254, Deed Records of Hidalgo County, Texas.

12. Terms, stipulations and conditions contained in Oil, Gas and Mineral lease executed by Euchariste M. D'Hemecourt, Individually and as Independent Executor of the Estate of George A. D'Hemecourt, Deceased, to Karl Hoblitzelle, dated February 1, 1956, recorded in Volume 184, Page 37, Oil and Gas Records of Hidalgo County, Texas.

13. Building restrictions, a copy of which has been reviewed with grantee(s) and which are recorded under Doc # 321859 in the office of the County Clerk of Hidalgo County, Texas.

14. Existing lien in favor of Texas State Bank, which grantor agrees to pay as same becomes due and payable.

AFTER RECORDING RETURN TO:
Harold Munal
800 North McColl
McAllen, Texas 78501

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8487

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: Jaime Saenz

Address: 737 Cristina st.
Donna Tx
78537

Phone: 956-560-1770

Water Supplier: North Alamo Water

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

Account/ESI No.: M.V 188182 002

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Col. Piquito de Ono Lot. 120 ,

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 06/09/1982);

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 Gilbert Pecina);

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 Gilbert Pecina);

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
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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: 1-8403

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: Jaime Saenz

Address: ~~749 Hernandez st.~~ 737. Cristina ST
Donna Tx 78537

Phone: 956 - 560 - 1770

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

Col. Piquito de Oro Lot# 120

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) 12-16-11 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:

12 | 20 | 11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8483
Nov. 28, 2011

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

P6960-00-000-0120-00

[1] OWNER: SAENZ , JAIME
742 HERNANDEZ
DONNA TX 78537

Telephone No. 560-1770

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PIQUITO DE ORO LOT 120

LOCATION: 0

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $39,000

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:15' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date 11/28/11

Approved by — Date 11/22/11

Signature of Owner or Applicant — Date 11-28-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C 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.

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

Date: **November 18, 2011**

Grantor: **GUSTAVO REYES and wife SANDRA REYES**
Grantor's Address:

Grantee: **JAIME SAENZ**
Grantee's Address: **742 Hernandez, Donna, Hidalgo County, Texas 78537**

Consideration: **Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.**

Property (including any improvements): **Lot 120, Piquito De Oro, Cit of Donna, Hidalgo County, Texas, according to map thereof recorded in Hidalgo County, Texas.**

Reservations from and Exceptions to Conveyance and Warranty:

All of Record.

Taxes for the year 2012, and subsequent years, the payment of which Grantee assumes.

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 context requires, singular nouns and pronouns include th

GUSTAVO REYES

SANDRA REYES

(Acknowledgment)

State of Texas

This instrument was acknowledged before me on the 18th day of November, 2010, by **GUSTAVO REYES and wife, SANDRA REYES.**

Notary Public, State of Texas

EVA SAENZ
Notary Public
State of Texas
Comm. Exp. 05-25-2014

After recording, return to:

Jaime Saenz
742 Hernndez
Donna, Texas 78537

County of Hidalgo

1304 S. 25th Ave. • Edinburg, TX 78542
Phone: (956) 383-0111 • Fax: (956) 383-7351

On-Site Sewerage Inspection Report

1315

Owner: JAIME SAENZ **Permit #:** HN1500010 J.L.A.

Address: RIO DE ORO SUD **Phone #:**

Location: SIOUX - VALHALLA LOT 120 **No. Bedrooms:** 3

Tank Type: CONCRETE

Inside diameter: 5

Inside length of sides: 5'

Liquids depth or distance from tank bottom to outlet bottom: 48"

Airspace (approximately): 3"

Approximate gallon cap.: 2 500 GAL

Drain Field: Trench ✓ Bed: Evapotranspiration:

Distance from private well: N/A

Distance from foundation: To tank: VL To drainfield: V.L

Distance from property line: To tank 5' To drainfield: 5'

Depth of Trench: 36" Width of trench: 36"

Backfill material: lb II: III:

Dimensions: 240' X 5' = 1200 Sq. Ft.

Gravel: Natural: Crushed: Washed: ✓

Amount: 24 yards, or Tons (per installation)

Pipe: Type: 3725 Brand (if known): Number of feet: 240

General conditions and Workmanship:

Solid Lines from house schedule 40 and have cleanout	☑ YES	☐ NO
T's installed in tank at least 25% of liquid level	☑ YES	☐ NO
Trench or bed bottom essentially level	☑ YES	☐ NO
Gravel generally consistent 12" depth throughout field	☑ YES	☐ NO
Perforated pipe generally level throughout field	☑ YES	☐ NO
Porous media uniform (.72-2.0 inches)	☑ YES	☐ NO
Inlet and outlet flow clearly marked	☑ YES	☐ NO
Port holes 12" in diameter	☑ YES	☐ NO
Are end caps provided if drainfield not looped	☐ YES	☐ NO
Septic tank sturdy/water-tight	☐ YES	☐ NO
Geo-textile fabric used for the permeable soil barrier	☑ YES	☐ NO
Manufacturer's name address & tank capacity clearly visible	☐ YES	☐ NO

Installer: J. A. CONSTRUCTION **License No.:** 13504

Remarks:

Inspector: **Date:** 12-5-2011

D.R. Lic. # 20831

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: 1-8506

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: ARMANDO SALAZAR

Address: 701 Jade ST Apt B Edinburg Tx 78541

Phone: 956-802-1048

Water Supplier: North ALAMO

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

Account/ESI No.: 10032789447122525

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: LOT #45 VISTA Ridge A Acres 1.

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 08/06/09);

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 Rocha);

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

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956-205-7045
956-205-7049

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

Precinct (1) 2 3 4

Application No: 1-8506

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: Armando Salazar

Address: 701 Jade ST
Apt B. Edinburg TX 78541

Phone: 956-802-7041

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

Vista Ridge Acres #1 Lot #45

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: 12-16-11

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:

12/20/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-8506
Dec. 7, 2011

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

V4348-00-000-0035-00

[1] OWNER: SALAZAR, ARMANDO

701 JANE ST. APT. B
EDINBURG, TX 78541
Telephone No. 802-1048

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[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
VISTA RIDGE ACRES LOT#45

LOCATION: 0 FM 88 & MILE 20

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $15,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 55' EAST SIDE 10' SIDE 6' FINISH
FLOOR ELEV. 18" ABOVE TOP OF CURB

Prepared by — Date: 12 | 07 | 11

Jonathan Isidro
Approved by — Date: 12 | 7 | 11

Signature of Owner or Applicant — Date: 12-7-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 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.

client took yes no form

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: October 11, 2011

Grantor: Jack McClelland
Grantor's Mailing Address:
2614 W. Freddy Gonzalez
Edinburg, Texas 78539

Grantee: Armando Salazar

Grantee's Mailing Address (including county):
701 Jade Street #B
Edinburg, Texas 78541
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-Eight Thousand Dollars and No Cents ($28,000.00), 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 D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 45, Vista Ridge Acres Subdivision, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2023079

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 20, 2009, 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 2004719. 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;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Vista Ridge Acres Subdivision, as shown on the plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2023079; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

f. As part of the consideration for the execution of this Agreement, Grantor, Grantor's successors and assigns, shall indemnify and hold harmless Beneficiary, its successors and assigns, and its officers, directors, controlling persons (if any), employees, stockholders, and agents, for any losses suffered by virtue of the following: all suits, actions, claims, losses, damages, injuries, and liabilities of any character, type or description accruing, brought or made for or on account of any injuries or damages received or sustained by any person or persons or other entity or property arising out of or occasioned by the deceptive, fraudulent, or ordinary or grossly negligent acts or omissions of Grantor, or any other type of litigation involving Grantor.

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.

Armando Salazar

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11 day of October, 2011, by Armando Salazar .

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

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Jack McClelland
2614 W. Freddy Gonzalez
Edinburg, Texas 78539

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: 1-8496

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

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

Upon the application of:

× Name: MARIA DEL CARMEN VARGAS

×Address: Valley View States 1 CABANA ST LOT #2 DONNA TX 78537

×Phone: 626-922-8484 cel.

×Water Supplier: NORTH Alamo Water Supply

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

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

regarding the land described as: Valley View Estates Lot #2,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 06/08/1977);

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 _____);

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

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

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

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

12/15/2011 09:30 956-973-7850 HIDALGO CNTY PLAN P1 PAGE 03/04

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

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

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

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

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

Precinct (1) 2 3 4

Application No: L-8496

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: MARIA DEL CARMEN NARRO

×Address: CABANA ST.
LOTE #2 DONNA, TX 78537

× Phone: 626-922-8484

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

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

× [signature] 12/15/11
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:

12/20/11
Date

[signature]
County Official

12/15/2011 09:30 956-973-7850 HIDALGO CNTY PLAN PI PAGE 04/04

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8496
Dec. 2, 2011

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

V1900-00-000-0002-00

[1] OWNER: NARRO, MARIA DEL CARMEN
3543 E HILLHAVEN DR

WEST COVINA CA 91791-1720

Telephone No. -

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
VALLEY VIEW ESTATES LOT 2

LOCATION: 0

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $8,000

[11] SPECIAL FLOOD HAZARD AREA: ___YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:15' SIDE:6' SIDE:6'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

Prepared by — Date 12/2/11

JONATHAN ISIDRO — Approved by — Date 12/2/11

X Signature of Owner or Applicant — Date 12/2/11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0900B 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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 1, 1995 DOC# 444951

Grantor: FSD PROPERTIES, a Partnership

Grantor's Mailing Address (including county):

321 South 12th/P. O. Box 2128
McAllen, Texas 78502
Hidalgo County, Texas

Grantee: MARIA DEL CARMEN NARRO

Grantee's Mailing Address (including county):

3543 Hill Haven Drive
West Covina, California 91791
Los Angeles County, California

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 Six Thousand and 00/100 Dollars ($6,000.00), and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to DAVID CASSO, Trustee.

Property (including any improvements):

All of Lot 2, VALLEY VIEW ESTATES SUBDIVISION, an Addition to the City of Donna, Hidalgo County, Texas, according to the map recorded in Volume 20, Page 24, 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:

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent and only to the extent that the same may still be in force and effect, shown of record in the Office of the County Clerk of Hidalgo County, Texas.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's sucessors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

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.

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.

FSD PROPERTIES, a Partnership

BY: Rafael H. Flores
ITS: Rafael H. Flores, General Partner

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 3rd day of March, 19 95, by RAFAEL H. FLORES, (insert title here) General Partner of FSD PROPERTIES, a Partnership, on behalf of said Partnership.

Melba G. Gonzalez
Notary Public, State of Texas

MELBA G. GONZALEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 28, 1998

AFTER RECORDING RETURN TO:

MARIA DEL CARMEN NARRO
3543 Hill Haven Drive
West Covina, California 91791

PREPARED BY:

FLORES, CASSO, ROMERO & PETTITT
321 South 12th/P. O. Box 2128
McAllen, Texas 78502
RHF:lsw

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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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: 1-8518

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: Judy Tijerina

Address: 1003 Pelicanst
Alamo TX. 78516

Phone: (956) 363-0296

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

Water Supplier: North Alamo water

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

Account/ESI No.: N/A

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: LA Frontera Est. #3 lot # 46 ,

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

No A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 04/01/09);

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 Recina);

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 Recina);

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: 1-8518

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: Judy Tijerina

Address: 1003 Pelican St.
Alamo Texas, 78516

Phone: (956) 363-0296

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

La Frontera Est. #3 lot # 96

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Judy Tijerina — Requesting Party (Signature)
12.14.2011 — 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:

12/14/11 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8518
Dec. 14, 2011

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

F7550-03-000-0046-00

[1] OWNER: RODRIGUEZ JAMES
TIJERINA JUDY
1003 PELICAN ST.
ALAMO TX 78516
Telephone No. 363-0296

[2] CONTRACTOR: LONE STAR

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 576 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LA FRONTERA EST.LOT 46

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT25' REAR 15' SIDE:7' S.SIDE:15'
MIN. ELEV. ABOVE TOP ON CENTERLINE OF ST. 18'

Prepared by — Date: 12/14/11

JONATHAN ISIDRO — Approved by — Date: 12/13/11

Judy Tijerina — Signature of Owner or Applicant — Date: 12.14.2011

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 04 25 C Pct: 1

Community No.: 480734

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: May 4, 2009

Grantor: James M. Rodriguez and Judy L. Perez
Grantor's Mailing Address (including county):
1003 Pelican St.
Alamo, Texas 78516
Hidalgo County, Texas

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

Beneficiary: Rio Valley Properties, Inc., a Texas Corporation
Beneficiary's Mailing Address:

P.O. Box 936
Donna, Texas 78537

Note:
Date: May 4, 2009
Amount: Twenty-Eight Thousand and 0/100 Dollars ($28,000.00)
Maker: James M. Rodriguez and Judy L. Perez
Payee: Rio Valley Properties, Inc., a Texas Corporation

Property (including any improvements):

Lot(s) 46, La Frontera Estates Phase III, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 1984899.

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 26, 2008, payable to the order of Rio 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 1926150. 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 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 other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of La Frontera Estates Phase III, as shown on the plat thereof, recorded in 1984899, Map records of Hidalgo County, Texas; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

Grantor and Beneficiary covenant and agree as follows:

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

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

James M. Rodriguez

Judy L. Perez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 4th day of May, 2009, by James M. Rodriguez.

REBEKAH D. TIJERINA NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-28-2011

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 4th day of May, 2009, by Judy L. Perez.

REBEKAH D. TIJERINA NOTARY PUBLIC STATE OF TEXAS EXPIRES 12-28-2011

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Rio Valley Properties, Inc.
P.O. Box 936
Donna, Texas 78537

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

ReMerge-It

County of Hidalgo

1304 S. 25th Ave. · Edinburg, TX 78539
Phone: (956) 383-0111 · Fax: (956) 383-7351

On-Site Sewerage Inspection Report

Owner: ALLEN COHRS Permit #: 48259

Address: FRONTERA ESTATES SUD Phone #:

Location: VALVERDE RD / MUNE LOT 46 No. Bedrooms: 3

Tank Type: CONCRETE

Inside diameter: 5'

Inside length of sides: 5'

Liquids depth or distance from tank bottom to outlet bottom: 48"

Airspace (approximately): 3"

Approximate gallon cap.: 2-500 = 1000 Gallons

Drain Field: Trench ——— Bed: ——— Evapotranspiration: ———

Distance from private well: N/A

Distance from foundation: To tank: NL To drainfield: NL

Distance from property line: To tank 15' To drainfield: 17'

Depth of Trench: 36" Width of trench: 36"

Backfill material: lb: ——— II: ✓ III: ———

Dimensions: 200' X 5' = 1000 Sq. Ft.

Gravel: Natural: ——— Crushed: ——— Washed: ✓

Amount: 20 yards, or Tons (per installation)

Pipe: Type: 2729 Brand (if known): ——— Number of feet: 200'

General conditions and Workmanship:

Solid Lines from house schedule 40 and have cleanout	☐ YES	☐ NO
T's installed in tank at least 25% of liquid level	☑ YES	☐ NO
Trench or bed bottom essentially level	☑ YES	☐ NO
Gravel generally consistent 12" depth throughout field	☑ YES	☐ NO
Perforated pipe generally level throughout field	☑ YES	☐ NO
Porous media uniform (.72-2.0 inches)	☑ YES	☐ NO
Inlet and outlet flow clearly marked	☑ YES	☐ NO
Port holes 12" in diameter	☑ YES	☐ NO
Are end caps provided if drainfield not looped	☑ YES	☐ NO
Septic tank sturdy/water-tight	☑ YES	☐ NO
Geo-textile fabric used for the permeable soil barrier	☑ YES	☐ NO
Manufacturer's name address & tank capacity clearly visible	☑ YES	☐ NO

Installer: J A Gonzalez License No.: 1350

Remarks: ———

Inspector: [signature] Date: 1-30-09

D.R. Lic. # 26831

NO. F-1805-06-I

IN THE MATTER OF THE MARRIAGE OF	§	IN THE DISTRICT COURT
OMAR ALEJANDRO PEREZ	§	398 JUDICIAL DISTRICT
V.	§	HIDALGO COUNTY, TEXAS
JUDY LEE TIJERINA PEREZ	§	

DECREE OF DIVORCE

On the 30 day of Nov, 2006, this case came on for hearing.

Petitioner Omar Alejandro Perez, Social Security Number 452 47 6754, appeared in person.

Respondent, Judy Lee Tijerina Perez, Social Security Number 453 93 3338, appeared in person.

The record of testimony was waived with the consent of the Court.

The Court, having examined the pleadings, finds that all necessary residence qualifications and prerequisites of law have been legally satisfied and that this Court has jurisdiction of all parties and subject matter of this cause. A jury was waived, and all matters in controversy, including questions of fact and law, were submitted to the Court. All persons entitled to citation were properly cited.

IT IS ORDERED AND DECREED that Omar Alejandro Perez, Petitioner and Judy Lee Tijerina Perez, Respondent, are divorced and that the marriage between them is dissolved.

The Court finds that the agreement of the Petitioner and Respondent for the division of their estate is hereby approved and incorporated into this decree by reference as if it were recited herein verbatim.

IT IS ORDERED AND DECREED that Respondent's name is hereby changed to Judy Lee Tijerina.

A-5630

IT IS ORDERED AND DECREED that all costs of court expended in this cause are taxed against the party incurring same.

IT IS ORDERED AND DECREED that without affecting the finality of this Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

IT IS ORDERED AND DECREED that all relief requested in this cause and not expressly granted herein is denied.

SIGNED ON Nov 30, 2006.

Presiding Judge

DATE 4/13/10

A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
Deputy

165601

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: 1-8527

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: Pedro Medrano

Address: 2409 DIANA ST.
Donna TX 78537

Phone: (956) 460-1418

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

Water Supplier: NAWSC

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

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

regarding the land described as: Buen Gusto lot #15,

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 9/13/05);

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 _____);

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

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

Precinct (1) 2 3 4

Application No: 1-8527

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: Pedro Medrano

Address: 2409 DIANA ST
Donna TX 78537

Phone: (956) 460-1418

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

Buen Gusto lot #15

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Pedro Medrano — Requesting Party (Signature)
12-20-2011 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

12/20/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8527
Dec. 20, 2011

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

B5015-00-000-0015-00

[1] OWNER: MEDRANO, PEDRO
2409 DIANA ST.
DONNA TX 78537

Telephone No. 460-1418

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,036 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE B

[7] LEGAL DESC./NAME OF SUBDIVISION
BUEN GUSTO LOT 15

LOCATION: 0 WHALEN & RIDGE RD.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $5,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MSUT COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 50' REAR 30' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE NATURAL GROUND

Prepared by — Date: 12/20/11

Approved by: Jonathan Isidro — Date: 12/14/11

X Pedro Medrano — Signature of Owner or Applicant — Date: X 12-20-2011

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425 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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN 1498771

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 you Driver's License Number.

Date: December 01, 2006

Grantor: The Pablo Munoz Living Trust

Grantor's Mailing Address (including county):
Pablo Munoz, Trustee
PO Box 720212
McAllen, Texas 78504
Hidalgo County

Grantee: Pedro Medrano
Maria C. Medrano

Grantee's Mailing Address (including county):
2003 Diana St.
Donna, Texas 78537
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of $20,500.00 and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Trustee.

Property (including any improvements):

LOT # 15 , BUEN GUSTO SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 49, PAGES 27-29, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

THE FOLLOWING SPECIAL RESTRICTIVE COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE GRANTEES, THEIR HEIRS AND ASSIGNS: ONLY ONE SINGLE-FAMILY DWELLING MAY BE SITUATED ON EACH LOT.

Reservations From and Exceptions to Conveyance and Warranty:

SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO the prior reservations of all oil, gas, and other minerals;
SUBJECT TO lien in favor of Alamo Bank of Texas as recorded in Deed of Trust dated December 29, 2003, and recorded as document #1292742 in the Official Records of Hidalgo County, Texas, and Security Agreement of same date;
SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

For Grantor and Grantor's successors, a reservation of an undivided interest in the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor, but not otherwise.

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.

The Pablo Munoz Living Trust

Pablo Munoz, Trustee

ACKNOWLEDGMENT

STATE OF TEXAS][

COUNTY OF HIDALGO][

This instrument was acknowledged before me on Dec. 4th, 2006 by PABLO MUNOZ, Trustee, for the Pablo Munoz Living Trust.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Pablo Munoz, Trustee
PO Box 720212
McAllen, Texas 78504

NOTARY PUBLIC STATE OF TEXAS
Jaime Eric Martinez
My Commission Expires
May 24, 2008

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Modesta E. Reyes	4-11182
2.	J. Alberto Velasquez	4-9183
3.	Martin Guzman C/O Miquel Chavez	4-11170
	COMM. COURT: December 29, 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: 4-11182

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:		1329
	Date Approved:	/ /	12 / 19 / 11

Name: Modesto E. REYES

Address: 6011 HELEN ST
Edinburg, TX. 78542

Phone: 956-457-8860

Water Supplier: north alamo water supply

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

Account/ESI No.: 10032789433816276

[ ] Temporary Pole [X] Permanent Service

regarding the land described as:

Meadowslands 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 01-12-81);

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

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 Mario Cerda);

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: 4-11182

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: Modesta E. REYES

Address: 5011 Helen St
Edinburg, TX 78542

Phone: 956 457 8860

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

Meadowlands Lot #809

STATUS OF PERSON OR ENTITY MAKING REQUEST:

Meadowlands Subdivider
Modesta E. Reyes Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Modesta E. Reyes
Requesting Party (Signature)

12/20/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

12/20/11
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11182
Dec. 14, 2011

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

M3190-00-000-0006-00

[1] OWNER: REYES, MODESTO E.

5011 HELEN ST.
EDINBURG, TX. 78542
Telephone No. 457-8860

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,400 Sq. Ft.

[6] USE OF BUILDING: NEW-RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
MEADOW LANDS LOT 6

LOCATION: 0 TERRY & DAVIS

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $25,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA REGULATIONS FRONT-25' REAR-20' SIDES-6'

Prepared by — Date: 12-14-11

Approved by — Date: 12-13-11

x Signature of Owner or Applicant — Date: x 12-14-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT . . . . . 60.00 ~~$30.00~~

Light [X] Water [X]

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

Community No.: 0325-D

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 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

Date: **March 9, 2009**

Grantor: **Higinio Reyes, as my sole and separate property and estate**

Grantor's Mailing Address:
5011 Helen St.
Edinburg, Hidalgo County, Texas 78542

Grantee: **Modesta E. Reyes**

Grantee's Mailing Address:
5011 Helen St.
Edinburg, Hidalgo County, Texas 78542

Consideration:
For the love and affection which I have and bear unto and towards my daughter-in-law.

Property (including any improvement, if any):
All of my undivided ½ interest in and to: Lot Six (6), THE MEADOW LANDS SUBDIVISION, a resubdivision of Lots 15, 16, 17, and 18, Block 44, Santa Cruz Gardens, Unit No. 2, Hidalgo County, Texas, according to the map and plat of record in Volume 21, Page 148, Map Records of Hidalgo County, Texas.

Reservations from and Exception to Conveyance and Warranty:

SUBJECT TO All oil, gas, and mineral reservations of record, if any;

SUBJECT TO All oil, gas lease and drilling agreements of record, if any;

SUBJECT TO Easements of record, if any;

SUBJECT TO Easements and conditions as may be contained in plat of said subdivision, if any;

SUBJECT TO Easements, rights, rules, and regulations in favor of pertaining water district, if any;

SUBJECT TO All visible easements and restrictions of record, if any.

SUBJECT TO All ad valorem taxes for the year 2009 and all subsequent years.

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 singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successor, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrator, and successors to warranty and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successor, and assign against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as the reservations from and exceptions to conveyance and warranty.

NO TITLE OR TAX EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENT CONCERNING THE CONVEYANCE OF THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO TITLE OR TAX TO THIS PROPERTY.

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

Higinio Reyes

HIGINIO REYES

****

(Acknowledgment)

STATE OF TEXAS ()
COUNTY OF HIDALGO ()

This instrument was acknowledged before me on the **15th** day of **February**, **2010** by **Higinio Reyes.**

NELDA GARCIA
Notary Public, State of Texas
My Commission Expires
October 10, 2013

Nelda Garcia

Notary Public, State of Texas

****

After Recording Return To:
A. C. Garcia, Attorney
P.O. Drawer 630
Pharr, Texas 78577

Prepared In The Law Office of:
A. C. Garcia, Attorney
125 E. Caffery
P.O. Box 630
Pharr, Texas 78577
Ph (956) 787-6261 Fax (956) 787-6395

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: 4-9183.

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: J. Alberto Velazquez

Address: Valencia Dr 6020

Phone: 212 7478

Water Supplier: NAWS.

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 10032 7894 3875 5237

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Paloma Del Valle Ph 2 Lot #80

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 05-01-03);

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 Maria Verde);

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; 12-20-11 (verified by Ruben Hernandez);

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; 12-20-11 (verified by Ruben Hernandez);

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

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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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: 4-9183

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: J. ALBERTO VELAZQUEZ

Address: VALENCIA DR
6020

Phone: 212 74 78

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

Paloma Del Valle Ph 2 Lot #860

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

J. Alberto Velazquez — Requesting Party (Signature)
12-20-11 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

12/20/2011 — **Date**

_____ — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO: 4-9183
Dec. 14, 2009

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

P3112-02-000-0086-00

[1] OWNER: VELASQUEZ, JUAN A.

CALLE VALENCIA #6020
EDINBURG, TX 78541-8323
Telephone No. 212-7478

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 368 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE PH 2 LOT 86

LOCATION: 0 SEMINARY & M. CRISTO

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $2,400

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

Special Conditions: No construction allowed over any easements.
OWNER MUST APPEAKL THE SETBACK ENCROACHMENT
FROM THE B.B.L.A.
FRONT 25' SIDE'S 6' REAR 15'

Prepared by Adela Castillo Date 12-14-09

Approved by Tomas Arredondo Date 12-14-09

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.

WARRANTY DEED WITH VENDOR'S LIEN 150618

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

Date: March 18, 2005

Grantor: Paloma Del Valle II, Ltd.

Grantor's Mailing Address (including county): 13201 N. 23rd Street
Edinburg, Texas 78541
Hidalgo County

Grantee: Juan Alberto Velazquez

Grantee's Mailing Address including County: Rt. 13 Box 1120
Edinburg, TX 78539
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of TWELVE THOUSAND EIGHT HUNDRED SIXTY-TWO AND 55/100 DOLLARS ($12,862.55) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Attorney at Law, Trustee.

Subject to Prior Lien(s) (including recording information): A lien in favor of Texas State Bank as recorded in the Deed of Trust dated February 18, 2003, as Document number 1175651, in the Official Records of Hidalgo County, Texas, and all renewals, extensions, transfers or alterations thereof.

Property (including any improvements): Lot 86 of Paloma Del Valle II, Ltd. Subdivision, according to the map recorded in Volume 42, Pages 69-71, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil, Gas and other Minerals.

Reservations From and Exceptions to Conveyance and Warranty: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes; but not subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

1. Restrictive Covenants Recorded as Document 1203700 in the Official Records of Hidalgo County, Texas.
2. Taxes for the year 2005 and all subsequent years.
3. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District in which the property is located.
4. Subject to any and all valid and existing restrictions, easements, rights-of-way, reservations,

maintenance charges, together with any lien securing maintenance charges, zoning laws, ordinances of municipal or other governmental agency's or authorities, and conditions and covenants, if any, applicable to and enforceable against the property described herein, whether of record or not; all presently recorded instruments, other than liens or conveyances that effect the property.

5. For Grantor and Grantor's successors, a reservation of all of the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Paloma Del Valle II, Ltd.
By: Jane Cross Enterprises, Inc.
General Partner

BY: _____
Jane Cross , President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on March 18, 2005, by Jane Cross , President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.

NELDA C. VILLARREAL
MY COMMISSION EXPIRES
February 24, 2008

_____
Notary Public, State of Texas

Nelda C. Villarreal
Notary's typed or printed signature
My commission expires: 2-24-2008

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: 4-1170

12-07-11

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of;

Name: Martin Guzman c/o Miguel Chavez

Address: 609 Becky Lane Edinburg Tx 78541

Phone: (956) 219-4023

	Temporary Service	Final Service
Approved by Environmental Health:	N/A	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	N/A	48845
Date Approved:	/ /	12/19/11

Water Supplier: N/A city

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

Account/ESI No.: # 244496-004

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Tramaltan Est. Lot # 19.

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 09-19-95);

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 Murray Cobb);

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 12-19-11);

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 12-19-11);

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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: 4-11170

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:

RECEIVED BY: DEC 19 2011 HIDALGO COUNTY PLANNING DEPT.

PARTY MAKING REQUEST: Martin Guzman c/o

Name: Miguel Chavez

Address: 609 Becky lane
Edinburg Tx 78541

Phone: (956) 219-4023

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

Tamaron Est. Lot 19

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 Ygnacio Martin

Miguel Chavez — 12-19-2011

Requesting Party (Signature) — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

12/19/11 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11170
Dec. 7, 2011

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

T0410-00-000-0019-00

[1] OWNER: GUZMAN, MARTIN & MARIA G.

1336 DENVER
EDINBURG, TX. 78541
Telephone No. 569-8056

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 960 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
TAMARRON ESTATES LOT 19

LOCATION: 0 281 & CIBOLO

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $15,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 30' SIDE'S 7' REAR 40' FINISH FLOOR OF ELEV.
18" CENTER OF STREET.

Prepared by — Date: 12-07-11

Approved by — Date: 12-07-11

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 C 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.

The State of Texas,
County of HIDALGO

Know All Men by These Presents:

TEXAS STANDARD FORM

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 DRIVERS'S LICENSE NUMBER.

THAT ARMANDO SOTO

of the County of HIDALGO State of TEXAS for and in consideration

of the sum of TEN AND NO/1000THS AND OTHER VALUABLE SUMS AND CONSIDERATIONS DOLLARS

to ME in hand paid by MARTIN GUZMAN AND WIFE, MARIA GRICELDA GUZMAN

as follows:

haS Granted, Sold and Conveyed, and by these presents do I Grant, Sell and Convey, unto the said MARTIN GUZMAN AND WIFE, MARIA GRICELDA GUZMAN

whose mailing address is 503 BECKY LANE EDINBURG, TX 78541
of the County of Hidalgo State of Texas all that certain

LOT 19, TAMARRON ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS ACCORDING TO THE MAP RECORDED IN VLUME 30, PAGE 113, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTOR'S heirs and assigns forever and I do hereby bind MY, MYSELF heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said GRANTEE'S heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof,

WITNESS MY hand at WESLACO, TEXAS
this 19TH day MAY 2007

Witness at Request of Grantor:

Armando Soto
ARMANDO SOTO

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before men on the 19TH day of MAY 2007
by ARMANDO SSOTO

My commission expires:
03-07-2009

RAYMUNDO MEDINA
Notary Public, State of Texas
My Commission Expires
March 07, 2009

Raymundo Medina
Notary Public, State of Texas

Notary's printed name: RAYMUNDO MEDINA

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk
On: May 21,2007 at 02:41P
As a Recording
Document Number: 1760071
Total Fees 20.00
Receipt Number - 860842
By:
Crystal Garcia, Deputy

(Acknowledgement)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of
by

My commission expires

Notary Public, State of Texas
Notary's printed name:

(Acknowledgement)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of
by

My commission expires

Notary Public, State of Texas
Notary's printed name:

(Acknowledgement)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of
by

My commission expires:

Notary Public, State of Texas
Notary's printed name:

Warranty Deed

FROM
ARMANDO SOTO
2823 W HACKBERRY ST
WESLACO, TX 78596

TO
MARTIN & MARIA G. GUZMAN
503 BECKY LANE
EDINBURG, TX 78541

FILED FOR RECORD

This ..... day of ....

at ..... o'clock ..... M.

..... County Clerk

By ..... Deputy

RECORDED

....

In ..... County Records

In Book ..... on page .....

County Clerk

By ..... Deputy

Recording Fee $ .....

This Instrument should be filed immediately with the County Clerk for Record

WHEN RECORDED RETURN TO:

THE ODEE COMPANY, Publishers, Dallas

AI-30259 **8. A.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office:
Approval of November 2011 Check Processing Monthly fees report.

BACKGROUND

District Attorney's Office Bad Checks Monthly Report - November 2011

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

DAHCRPT112011

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/20/2011 08:05 AM
Sylvia Solis	Sylvia Solis	12/20/2011 11:23 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Roy Cazares Started On: 12/19/2011 04:38 PM

Final Approval Date: 12/22/2011

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED November 30, 2011

COPY

MONIES RECEIVED

BEGINNING RECEIPT #	91380	ENDING RECEIPT #	91743

TOTAL RECEIPTS FOR THIS MONTH:	364
TOTAL RECEIPTS VOIDED THIS MONTH:	6

Restitution Collected This Month *PC Ch. 32.41 (e)*	$141,754.21
Court Costs Collected This Month *CCP Art. 102.0071*	14,647.50
Processing Fees Collected This Month *CCP Art. 102.007 (c)*	15,478.07
Merchant Fees Collected This Month *BCC Ch. 3.506 (b)*	5,460.00
Overpayments/Refunds for This Month	777.76
Interest Earned on Bank Acct. *LGC 113.021 (c)*	0.00
Total Collections for This Month	$178,117.54

DISBURSEMENTS

BEGINNING CHECK #	185550	ENDING CHECK #	185818

TOTAL CHECKS FOR THIS MONTH:	269
TOTAL CHECKS VOIDED THIS MONTH:	2

Restitution Disbursed This Month	$141,808.07
Court Costs Disbursed This Month	14,647.50
Processing Fees Disbursed- County Treasurer	15,478.07
Merchant Fees Disbursed This Month	5,460.00
Refunds of Overpayments to Defendants	723.90
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	0.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$178,117.54

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

Rene Guerra
Hidalgo County Criminal District Attorney

12-5-11
Date

Lisa R. Silva
Prepared By

12-5-11
Date

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

County Auditor's Form RE-DA-003 Revised 07/12/07

AI-30241 **9. A.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Approval of the Hidalgo County Monthly Investment Reports for the months of September, October, and November 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

September 2011

October 2011

November 2011

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/19/2011 08:49 AM
Erika Zamora	Erika Zamora	12/21/2011 03:08 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Fred Zamarripa Started On: 12/17/2011 01:25 PM

Final Approval Date: 12/22/2011

County of Hidalgo, Texas
Monthly Investment Report
For the month ending September 30, 2011

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending September 30, 2011 - **$ 3,643.00**

2011	January	83,092.59
2011	February	62,077.18
2011	March	10,294.15
2011	April	4,385.04
2011	May	6,399.26
2011	June	5,257.87
2011	July	38,773.78
2011	August	48,748.66
2011	September	3,643.00
2011	October	
2011	November	
2011	December	
	Total	262,671.53

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending September 30, 2011

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	93,217,912.66	93,258,427.44
	Special Revenue	18,000,000.00	18,002,071.23
	Debt Service	5,108,000.00	5,108,587.77
	Capital Projects	37,900,000.00	37,904,361.14
	Proprietary	11,800,000.00	11,801,357.81
	Trust & Agency	-	-
Total Ending Values		166,025,912.66	166,074,805.39
Beginning Values			
	General	112,014,455.43	112,053,199.59
	Special Revenue	18,000,000.00	18,002,140.27
	Debt Service	-	-
	Capital Projects	39,400,000.00	39,404,684.82
	Proprietary	12,800,000.00	12,801,521.97
	Trust & Agency	-	-
Total Beginning Values		182,214,455.43	182,261,546.65
Change in Values			
	General	(18,796,542.77)	(18,794,772.15)
	Special Revenue	-	(69.04)
	Debt Service	5,108,000.00	5,108,587.77
	Capital Projects	(1,500,000.00)	(1,500,323.68)
	Proprietary	(1,000,000.00)	(1,000,164.16)
	Trust & Agency	-	-
Total Change in Values		(16,188,542.77)	(16,186,741.26)

Weighted Average Maturity in Days	30.55
Interest Income Earned this Month	3,643.00
Overall Yield of Portfolio	0.42%
Interest Received this Month	1,875.26
Accrued Interest at the End of Month	48,892.73

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending September 30, 2011

Investments	January '11	February '11	March '11	April '11	May '11	June '11
Ending accrued interest for month	59,437.08	54,266.53	64,063.53	60,056.92	61,508.29	56,862.06
Interest received within month	124.23	-	82.04	-	42.79	-
Interest received previous months	62,658.23	67,247.73	415.11	8,391.65	4,905.10	9,904.10
Less beginning accrued int. (last mth.)	(39,126.95)	(59,437.08)	(54,266.53)	(64,063.53)	(60,056.92)	(61,508.29)
Total interest income earned from Inv.	83,092.59	62,077.18	10,294.15	4,385.04	6,399.26	5,257.87

	July '11	August '11	September '11	October '11	November '11	December '11
Ending accrued interest for month	50,957.36	47,091.22	48,892.73			
Interest received within month	-	54.30	-			
Interest received previous months	44,678.48	52,560.50	1,841.49			
Less beginning accrued int. (last mth.)	(56,862.06)	(50,957.36)	(47,091.22)			
Total interest income earned from Inv.	38,773.78	48,748.66	3,643.00	-	-	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending September 30, 2011

Date Received	Fund	Month	Interest Rate	Interest Earned
09/30/11	General Fund		0.01%	-
	Special Revenue			33.77
	Debt Service			-
	Capital Projects			-
	Proprietary			-
	Trust & Agency			-
	Payroll Fund			-
		Total for the month		33.77
	Total Interest			**33.77**

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Matured Investments
For the month ending September 30, 2011

Investment Type	%	Principal Amount	Interest Earned
Certificate of Deposit	0%	-	-
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Agencies	0%	-	-
Money Market Fund	0%	-	-
Pool	100%	11,514,455.43	1,841.49
Total		11,514,455.43	1,841.49

Fund Name	%	Principal Amount	Interest Earned
General Fund	79%	9,014,455.43	726.56
Special Revenue Funds	0%	-	-
Debt Service Funds	0%	-	-
Capital Projects Funds	13%	1,500,000.00	214.24
Proprietary Funds	9%	1,000,000.00	900.69
Trust & Agency	0%	-	
Total		11,514,455.43	1,841.49

Institutions Name	%	Principal Amount	Interest Earned
Lone Star National Bank	0%	-	-
First National Bank	0%	-	-
Texas CLASS	100%	11,514,455.43	1,841.49
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		11,514,455.43	1,841.49

County of Hidalgo, Texas
Office of the County Treasurer
Matured Financial Investments Report
For the month ending September 30, 2011

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Par	Interest Rate	Interest Earned	Yield	Book Value	Market Value	Institution
Pool	Capital Projects	- - -	71721760	07/27/11	09/01/11	1,000,000.00	0.14%	126.66	126.66	1,000,126.66	1,000,126.66	Texas CLASS
Pool	Proprietary	- - -	69636640	02/11/11	09/02/11	500,000.00	0.16%	437.29	437.29	500,437.29	500,437.29	Texas CLASS
Pool	Motor Vehicle	1100	71875158	08/10/11	09/07/11	620,347.17	0.14%	62.51	62.51	620,409.68	620,409.68	Texas CLASS
Pool	Capital Projects	- - -	71721760	07/27/11	09/14/11	500,000.00	0.14%	87.58	87.58	500,087.58	500,087.58	Texas CLASS
Pool	Motor Vehicle	1100	71945473	08/16/11	09/14/11	509,063.82	0.14%	53.11	53.11	509,116.93	509,116.93	Texas CLASS
Pool	General	1100	72074402	08/31/11	09/14/11	3,000,000.00	0.14%	145.38	145.38	3,000,145.38	3,000,145.38	Texas CLASS
Pool	Proprietary	- - -	69636640	02/11/11	09/16/11	500,000.00	0.16%	463.40	463.40	500,463.40	500,463.40	Texas CLASS
Pool	Motor Vehicle	1100	72006789	08/24/11	09/21/11	431,870.19	0.14%	45.05	45.05	431,915.24	431,915.24	Texas CLASS
Pool	General	1100	72074402	08/31/11	09/23/11	2,000,000.00	0.14%	164.20	164.20	2,000,164.20	2,000,164.20	Texas CLASS
Pool	Motor Vehicle	1100	72070379	08/30/11	09/28/11	453,174.25	0.14%	47.29	47.29	453,221.54	453,221.54	Texas CLASS
Pool	General	1100	72074402	08/31/11	09/29/11	2,000,000.00	0.14%	209.02	209.02	2,000,209.02	2,000,209.02	Texas CLASS
	TOTALS					11,514,455.43		1,841.49	1,841.49	11,516,296.92	11,516,296.92	

- - - indicates more than one account number for that fund

Avg. yield
0.12%

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Outstanding Investments
For the month ending September 30, 2011

Investment Type	%	Principal Amount	Interest earned in Month
Certificate of Deposit	39%	65,000,000.00	37,397.23
Discount Note	0%	-	
US Treasury Bill	0%	-	
Money Market Fund	0%	-	
Pool	61%	101,025,912.66	11,495.50
Agencies	0%	-	
Total		166,025,912.66	48,892.73

	%	Principal Amount	Interest earned in Month
General Fund	56%	93,217,912.66	40,514.78
Special Revenue	11%	18,000,000.00	2,071.23
Debt Service	3%	5,108,000.00	587.77
Capital Projects	23%	37,900,000.00	4,361.14
Proprietary Funds	7%	11,800,000.00	1,357.81
Trust & Agency Funds	0%	-	-
Total		166,025,912.66	48,892.73

Institutions Name	%	Principal Amount	Interest earned in Month
Lone Star National Bank	39%	65,000,000.00	37,397.23
First National Bank	0%	-	-
Texas CLASS	61%	101,025,912.66	11,495.50
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		166,025,912.66	48,892.73

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending September 30, 2011

09/30/11

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
CD	General Fund	1100	45206915	12/16/10	12/15/11	364	289	76	5,000,000.00	380,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206916	12/16/10	12/15/11	364	289	76	5,000,000.00	380,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206917	12/16/10	12/15/11	364	289	76	5,000,000.00	380,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206918	12/16/10	12/15/11	364	289	76	5,000,000.00	380,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206919	12/16/10	12/15/11	364	289	76	5,000,000.00	380,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206920	12/16/10	12/15/11	364	289	76	5,000,000.00	380,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206921	12/16/10	12/15/11	364	289	76	10,000,000.00	760,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
CD	General Fund	1100	45206922	12/16/10	12/15/11	364	289	76	5,000,000.00	380,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206923	12/16/10	12/15/11	364	289	76	10,000,000.00	760,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
CD	General Fund	1100	45206927	12/16/10	12/15/11	364	289	76	10,000,000.00	760,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
Pool	Special Revenue	---	69617551	02/10/11	10/01/11	233	232	1	17,000,000.00	17,000,000.00	0.14%	1,956.16	15,192.88	17,000,000.00	17,001,956.16	Texas CLASS
Pool	Proprietary	---	69636640	02/11/11	10/01/11	232	231	1	11,800,000.00	11,800,000.00	0.14%	1,357.81	10,500.38	11,800,000.00	11,801,357.81	Texas CLASS
Pool	Special Revenue	---	70823692	05/13/11	10/01/11	141	141	1	1,000,000.00	1,000,000.00	0.14%	115.07	540.82	1,000,000.00	1,000,115.07	Texas CLASS
Pool	Capital Project	---	71721760	07/27/11	10/01/11	66	65	1	37,900,000.00	37,900,000.00	0.14%	4,361.10	9,594.41	37,900,000.00	37,904,361.10	Texas CLASS
Pool	General Fund	1100	72074402	08/31/11	10/01/11	31	30	1	26,000,000.00	26,000,000.00	0.14%	2,991.78	3,091.51	26,000,000.00	26,002,991.78	Texas CLASS
Pool	Debt Service	---	72089628	09/01/11	10/01/11	30	30	1	5,108,000.00	5,108,000.00	0.14%	587.77	587.77	5,108,000.00	5,108,587.77	Texas CLASS
Pool	Motor Vehicle	1100	72147593	09/08/11	10/06/11	28	23	6	690,261.59	4,141,569.54	0.14%	60.89	74.13	690,261.59	690,322.48	Texas CLASS
Pool	Motor Vehicle	1100	72198581	09/13/11	10/12/11	29	18	12	547,983.11	6,575,797.32	0.14%	37.83	60.95	547,983.11	548,020.94	Texas CLASS
Pool	Motor Vehicle	1100	72270889	09/20/11	10/19/11	29	11	19	514,191.65	9,769,641.35	0.14%	21.69	57.20	514,191.65	514,213.34	Texas CLASS
Pool	Motor Vehicle	1100	72341073	09/28/11	10/26/11	28	3	26	465,476.31	12,102,384.06	0.14%	5.36	49.99	465,476.31	465,481.67	Texas CLASS
	TOTALS								166,025,912.66	5,071,397,392.27		48,892.73	493,503.47	166,025,912.66	166,074,805.39	

--- indicates more than one account number for that fund

Avg. yield	WAM
0.42%	30.55

County of Hidalgo, Texas
Monthly Investment Report
For the month ending October 31, 2011

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending October 31, 2011 - **$ 2,592.70**

2011	January	83,092.59
2011	February	62,077.18
2011	March	10,294.15
2011	April	4,385.04
2011	May	6,399.26
2011	June	5,257.87
2011	July	38,773.78
2011	August	48,748.66
2011	September	3,643.00
2011	October	2,592.70
2011	November	
2011	December	
	Total	265,264.23

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending October 31, 2011

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	82,065,614.91	82,106,189.89
	Special Revenue	18,000,000.00	18,002,140.27
	Debt Service	5,384,000.00	5,384,634.88
	Capital Projects	37,400,000.00	37,404,447.01
	Proprietary	11,800,000.00	11,801,403.07
	Trust & Agency	-	-
Total Ending Values		154,649,614.91	154,698,815.12
Beginning Values			
	General	93,217,912.66	93,258,427.44
	Special Revenue	18,000,000.00	18,002,071.23
	Debt Service	5,108,000.00	5,108,587.77
	Capital Projects	37,900,000.00	37,904,361.14
	Proprietary	11,800,000.00	11,801,357.81
	Trust & Agency	-	-
Total Beginning Values		166,025,912.66	166,074,805.39
Change in Values			
	General	(11,152,297.75)	(11,152,237.55)
	Special Revenue	-	69.04
	Debt Service	276,000.00	276,047.11
	Capital Projects	(500,000.00)	(499,914.13)
	Proprietary	-	45.26
	Trust & Agency	-	-
Total Change in Values		(11,376,297.75)	(11,375,990.27)

Weighted Average Maturity in Days	19.63
Interest Income Earned this Month	2,592.70
Overall Yield of Portfolio	0.41%
Interest Received this Month	2,315.64
Accrued Interest at the End of Month	49,200.21

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending October 31, 2011

Investments	January '11	February '11	March '11	April '11	May '11	June '11
Ending accrued interest for month	59,437.08	54,266.53	64,063.53	60,056.92	61,508.29	56,862.06
Interest received within month	124.23	-	82.04	-	42.79	-
Interest received previous months	62,658.23	67,247.73	415.11	8,391.65	4,905.10	9,904.10
Less beginning accrued int. (last mth.)	(39,126.95)	(59,437.08)	(54,266.53)	(64,063.53)	(60,056.92)	(61,508.29)
Total interest income earned from Inv.	83,092.59	62,077.18	10,294.15	4,385.04	6,399.26	5,257.87

	July '11	August '11	September '11	October '11	November '11	December '11
Ending accrued interest for month	50,957.36	47,091.22	48,892.73	49,200.21		
Interest received within month	-	54.30	-	-		
Interest received previous months	44,678.48	52,560.50	1,841.49	2,285.22		
Less beginning accrued int. (last mth.)	(56,862.06)	(50,957.36)	(47,091.22)	(48,892.73)		
Total interest income earned from Inv.	38,773.78	48,748.66	3,643.00	2,592.70	-	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending October 31, 2011

Date Received	Fund	Month	Interest Rate	Interest Earned
10/31/11	General Fund			-
	Special Revenue		0.01%	30.42
	Debt Service			-
	Capital Projects			-
	Proprietary			-
	Trust & Agency			-
	Payroll Fund			-
		Total for the month		30.42
	Total Interest			**30.42**

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Matured Investments
For the month ending October 31, 2011

Investment Type	%	Principal Amount	Interest Earned
Certificate of Deposit	0%	-	-
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Agencies	0%	-	-
Money Market Fund	0%	-	-
Pool	100%	13,717,912.66	2,285.22
Total		13,717,912.66	2,285.22

Fund Name	%	Principal Amount	Interest Earned
General Fund	97%	13,217,912.66	2,141.69
Special Revenue Funds	0%	-	-
Debt Service Funds	0%	-	-
Capital Projects Funds	4%	500,000.00	143.53
Proprietary Funds	0%	-	-
Trust & Agency	0%	-	-
Total		13,717,912.66	2,285.22

Institutions Name	%	Principal Amount	Interest Earned
Lone Star National Bank	0%	-	-
First National Bank	0%	-	-
Texas CLASS	100%	13,717,912.66	2,285.22
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		13,717,912.66	2,285.22

County of Hidalgo, Texas
Office of the County Treasurer
Matured Financial Investments Report
For the month ending October 31, 2011

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Par	Interest Rate	Interest Earned	Yield	Book Value	Market Value	Institution
Pool	General	1100	72074402	08/31/11	10/04/11	4,000,000.00	0.14%	507.46	507.46	4,000,507.46	4,000,507.46	Texas CLASS
Pool	Motor Vehicle	1100	72149593	09/08/11	10/06/11	690,261.59	0.14%	72.24	72.24	690,333.83	690,333.83	Texas CLASS
Pool	Motor Vehicle	1100	72198591	09/13/11	10/12/11	547,983.11	0.14%	57.19	57.19	548,040.30	548,040.30	Texas CLASS
Pool	Capital Projects	- - -	71721760	07/27/11	10/14/11	500,000.00	0.14%	143.53	143.53	500,143.53	500,143.53	Texas CLASS
Pool	General	1100	72074402	08/31/11	10/17/11	3,000,000.00	0.14%	536.85	536.85	3,000,536.85	3,000,536.85	Texas CLASS
Pool	Motor Vehicle	1100	72270889	09/20/11	10/19/11	514,191.65	0.14%	53.64	53.64	514,245.29	514,245.29	Texas CLASS
Pool	Motor Vehicle	1100	72341073	09/27/11	10/26/11	465,476.31	0.14%	48.60	48.60	465,524.91	465,524.91	Texas CLASS
Pool	General	1100	72074402	08/31/11	10/28/11	4,000,000.00	0.14%	865.71	865.71	4,000,865.71	4,000,865.71	Texas CLASS
	TOTALS					13,717,912.66		2,285.22	2,285.22	13,720,197.88	13,720,197.88	

- - - indicates more than one account number for that fund

Avg. yield
0.14%

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Outstanding Investments
For the month ending October 31, 2011

Investment Type	%	Principal Amount	Interest earned in Month
Certificate of Deposit	42%	65,000,000.00	38,643.83
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Money Market Fund	0%	-	-
Pool	58%	89,649,614.91	10,556.38
Agencies	0%		
Total		154,649,614.91	49,200.21

	%	Principal Amount	Interest earned in Month
General Fund	53%	82,065,614.91	40,574.98
Special Revenue	12%	18,000,000.00	2,140.27
Debt Service	3%	5,384,000.00	634.88
Capital Projects	24%	37,400,000.00	4,447.01
Proprietary Funds	8%	11,800,000.00	1,403.07
Trust & Agency Funds	0%	-	-
Total		154,649,614.91	49,200.21

Institutions Name	%	Principal Amount	Interest earned in Month
Lone Star National Bank	42%	65,000,000.00	38,643.83
First National Bank	0%	-	
Texas CLASS	58%	89,649,614.91	10,556.38
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		154,649,614.91	49,200.21

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending October 31, 2011

10/31/11

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
CD	General Fund	1100	45206915	12/16/10	12/15/11	364	320	45	5,000,000.00	225,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206916	12/16/10	12/15/11	364	320	45	5,000,000.00	225,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206917	12/16/10	12/15/11	364	320	45	5,000,000.00	225,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206918	12/16/10	12/15/11	364	320	45	5,000,000.00	225,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206919	12/16/10	12/15/11	364	320	45	5,000,000.00	225,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206920	12/16/10	12/15/11	364	320	45	5,000,000.00	225,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206921	12/16/10	12/15/11	364	320	45	10,000,000.00	450,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
CD	General Fund	1100	45206922	12/16/10	12/15/11	364	320	45	5,000,000.00	225,000,000.00	0.70%	2,972.60	34,904.11	5,000,000.00	5,002,972.60	Lone Star National
CD	General Fund	1100	45206923	12/16/10	12/15/11	364	320	45	10,000,000.00	450,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
CD	General Fund	1100	45206927	12/16/10	12/15/11	364	320	45	10,000,000.00	450,000,000.00	0.70%	5,945.21	69,808.22	10,000,000.00	10,005,945.21	Lone Star National
Pool	Special Revenue	---	69617551	02/10/11	11/01/11	264	263	1	17,000,000.00	17,000,000.00	0.14%	2,021.37	17,214.25	17,000,000.00	17,002,021.37	Texas CLASS
Pool	Proprietary	---	69636640	02/11/11	11/01/11	263	262	1	11,800,000.00	11,800,000.00	0.14%	1,403.07	11,903.45	11,800,000.00	11,801,403.07	Texas CLASS
Pool	Special Revenue	---	70823692	05/13/11	11/01/11	172	172	1	1,000,000.00	1,000,000.00	0.14%	118.90	659.73	1,000,000.00	1,000,118.90	Texas CLASS
Pool	Capital Project	---	71721760	07/27/11	11/01/11	97	96	1	37,400,000.00	37,400,000.00	0.14%	4,447.01	13,914.85	37,400,000.00	37,404,447.01	Texas CLASS
Pool	General Fund	1100	72074402	08/31/11	11/01/11	62	61	1	15,000,000.00	15,000,000.00	0.14%	1,783.56	3,567.12	15,000,000.00	15,001,783.56	Texas CLASS
Pool	Debt Service	---	72089628	09/01/11	11/01/11	61	61	1	5,108,000.00	5,108,000.00	0.14%	607.36	1,195.13	5,108,000.00	5,108,607.36	Texas CLASS
Pool	Motor Vehicle	1100	72405069	10/04/11	11/02/11	29	28	2	587,142.16	1,174,284.32	0.14%	63.06	65.31	587,142.16	587,205.22	Texas CLASS
Pool	Debt Service	---	72413979	10/06/11	11/01/11	26	26	1	276,000.00	276,000.00	0.14%	27.52	27.52	276,000.00	276,027.52	Texas CLASS
Pool	Motor Vehicle	1100	72475757	10/11/11	11/09/11	29	21	9	612,055.35	5,508,498.15	0.14%	49.30	68.08	612,055.35	612,104.65	Texas CLASS
Pool	Motor Vehicle	1100	72540822	10/18/11	11/16/11	29	14	16	445,250.95	7,124,015.20	0.14%	23.91	49.53	445,250.95	445,274.86	Texas CLASS
Pool	Motor Vehicle	1100	72606418	10/25/11	11/23/11	29	7	23	421,166.45	9,686,828.35	0.14%	11.31	46.85	421,166.45	421,177.76	Texas CLASS
TOTALS									154,649,614.91	3,036,077,626.02		49,200.21	502,465.24	154,649,614.91	154,698,815.12	

--- indicates more than one account number for that fund

Avg. yield
0.41%

WAM
19.63

County of Hidalgo, Texas
Monthly Investment Report
For the month ending November 30, 2011

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending November 30, 2011 - **$ 473.01**

2011	January	83,092.59
2011	February	62,077.18
2011	March	10,294.15
2011	April	4,385.04
2011	May	6,399.26
2011	June	5,257.87
2011	July	38,773.78
2011	August	48,748.66
2011	September	3,643.00
2011	October	2,592.70
2011	November	473.01
2011	December	
	Total	265,737.24

Norma G. Garcia

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending November 30, 2011

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	79,454,385.91	79,493,606.07
	Special Revenue	18,000,000.00	18,002,367.13
	Debt Service	5,384,000.00	5,384,708.04
	Capital Projects	36,900,000.00	36,904,852.60
	Proprietary	11,800,000.00	11,801,551.78
	Trust & Agency	-	-
Total Ending Values		151,538,385.91	151,587,085.62
Beginning Values			
	General	82,065,614.91	82,106,189.89
	Special Revenue	18,000,000.00	18,002,140.27
	Debt Service	5,384,000.00	5,384,634.88
	Capital Projects	37,400,000.00	37,404,447.01
	Proprietary	11,800,000.00	11,801,403.07
	Trust & Agency	-	-
Total Beginning Values		154,649,614.91	154,698,815.12
Change in Values			
	General	(2,611,229.00)	(2,612,583.82)
	Special Revenue	-	226.86
	Debt Service	-	73.16
	Capital Projects	(500,000.00)	(499,594.41)
	Proprietary	-	148.71
	Trust & Agency	-	-
Total Change in Values		(3,111,229.00)	(3,111,729.50)

Weighted Average Maturity in Days	7.17
Interest Income Earned this Month	473.01
Overall Yield of Portfolio	0.42%
Interest Received this Month	996.82
Accrued Interest at the End of Month	48,699.71

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending November 30, 2011

Investments	January '11	February '11	March '11	April '11	May '11	June '11
Ending accrued interest for month	59,437.08	54,266.53	64,063.53	60,056.92	61,508.29	56,862.06
Interest received within month	124.23	-	82.04	-	42.79	-
Interest received previous months	62,658.23	67,247.73	415.11	8,391.65	4,905.10	9,904.10
Less beginning accrued int. (last mth.)	(39,126.95)	(59,437.08)	(54,266.53)	(64,063.53)	(60,056.92)	(61,508.29)
Total interest income earned from Inv.	83,092.59	62,077.18	10,294.15	4,385.04	6,399.26	5,257.87

	July '11	August '11	September '11	October '11	November '11	December '11
Ending accrued interest for month	50,957.36	47,091.22	48,892.73	49,200.21	48,699.71	
Interest received within month	-	54.30	-	-	51.91	
Interest received previous months	44,678.48	52,560.50	1,841.49	2,285.22	921.60	
Less beginning accrued int. (last mth.)	(56,862.06)	(50,957.36)	(47,091.22)	(48,892.73)	(49,200.21)	
Total interest income earned from Inv.	38,773.78	48,748.66	3,643.00	2,592.70	473.01	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending November 30, 2011

Date Received	Fund	Month	Interest Rate	Interest Earned
11/30/11	General Fund			-
	Special Revenue		0.01%	23.31
	Debt Service			-
	Capital Projects			-
	Proprietary			-
	Trust & Agency			-
	Payroll Fund			-
		Total for the month		23.31
	Total Interest			**23.31**

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Matured Investments
For the month ending November 30, 2011

Investment Type	%	Principal Amount	Interest Earned
Certificate of Deposit	0%	-	-
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Agencies	0%	-	-
Money Market Fund	0%	-	-
Pool	100%	503,623.56	973.51
Total		503,623.56	973.51

Fund Name	%	Principal Amount	Interest Earned
General Fund	91%	4,536,236.56	754.08
Special Revenue Funds	0%	-	
Debt Service Funds	0%	-	
Capital Projects Funds	10%	500,000.00	219.43
Proprietary Funds	0%	-	
Trust & Agency	0%	-	
Total		5,036,236.56	973.51

Institutions Name	%	Principal Amount	Interest Earned
Lone Star National Bank	0%	-	-
First National Bank	0%	-	-
Texas CLASS	100%	5,036,236.56	973.51
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		5,036,236.56	973.51

County of Hidalgo, Texas
Office of the County Treasurer
Matured Financial Investments Report
For the month ending November 30, 2011

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Par	Interest Rate	Interest Earned	Yield	Book Value	Market Value	Institution
Pool	General	1100	72074402	08/31/11	11/01/11	2,000,000.00	0.14%	470.19	470.19	2,000,470.19	2,000,470.19	Texas CLASS
Pool	Motor Vehicle	1100	72405069	10/04/11	11/02/11	587,142.16	0.14%	61.37	61.37	587,203.53	587,203.53	Texas CLASS
Pool	Motor Vehicle	1100	72475757	10/11/11	11/09/11	612,055.35	0.14%	66.31	66.31	612,121.66	612,121.66	Texas CLASS
Pool	Motor Vehicle	1100	72540822	10/18/11	11/16/11	445,250.95	0.15%	46.87	46.87	445,297.82	445,297.82	Texas CLASS
Pool	Capital Projects	- - -	71721760	07/27/11	11/22/11	500,000.00	0.15%	219.43	219.43	500,219.43	500,219.43	Texas CLASS
Pool	Motor Vehicle	1100	72606418	10/25/11	11/23/11	421,166.45	0.15%	57.43	57.43	421,223.88	421,223.88	Texas CLASS
Pool	Motor Vehicle	1100	72670730	11/02/11	11/30/11	470,621.65	0.15%	51.91	51.91	470,673.56	470,673.56	Texas CLASS
	TOTALS					5,036,236.56		973.51	973.51	5,037,210.07	5,037,210.07	

- - - indicates more than one account number for that fund

Avg. yield
0.15%

County of Hidalgo, Texas
Office of the County Treasurer
Recap - Outstanding Investments
For the month ending November 30, 2011

Investment Type	%	Principal Amount	Interest earned in Month
Certificate of Deposit	43%	65,000,000.00	37,397.23
Discount Note	0%	-	-
US Treasury Bill	0%	-	-
Money Market Fund	0%	-	-
Pool	57%	86,538,385.91	11,302.48
Agencies	0%	-	-
Total		151,538,385.91	48,699.71

	%	Principal Amount	Interest earned in Month
General Fund	52%	79,454,385.91	39,220.16
Special Revenue	12%	18,000,000.00	2,367.13
Debt Service	4%	5,384,000.00	708.04
Capital Projects	24%	36,900,000.00	4,852.60
Proprietary Funds	8%	11,800,000.00	1,551.78
Trust & Agency Funds	0%	-	-
Total		151,538,385.91	48,699.71

Institutions Name	%	Principal Amount	Interest earned in Month
Lone Star National Bank	43%	65,000,000.00	37,397.23
First National Bank	0%	-	-
Texas CLASS	57%	86,538,395.91	11,302.48
Merrill Lynch	0%	-	-
FNB Wealth Management	0%	-	-
Total		151,538,395.91	48,699.71

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending November 30, 2011

11/30/11

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
CD	General Fund	1100	45206915	12/16/10	12/15/11	364	350	15	5,000,000.00	75,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206916	12/16/10	12/15/11	364	350	15	5,000,000.00	75,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206917	12/16/10	12/15/11	364	350	15	5,000,000.00	75,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206918	12/16/10	12/15/11	364	350	15	5,000,000.00	75,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206919	12/16/10	12/15/11	364	350	15	5,000,000.00	75,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206920	12/16/10	12/15/11	364	350	15	5,000,000.00	75,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206921	12/16/10	12/15/11	364	350	15	10,000,000.00	150,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
CD	General Fund	1100	45206922	12/16/10	12/15/11	364	350	15	5,000,000.00	75,000,000.00	0.70%	2,876.71	34,904.11	5,000,000.00	5,002,876.71	Lone Star National
CD	General Fund	1100	45206923	12/16/10	12/15/11	364	350	15	10,000,000.00	150,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
CD	General Fund	1100	45206927	12/16/10	12/15/11	364	350	15	10,000,000.00	150,000,000.00	0.70%	5,753.42	69,808.22	10,000,000.00	10,005,753.42	Lone Star National
Pool	Special Revenue	---	69617551	02/10/11	12/01/11	294	293	1	17,000,000.00	17,000,000.00	0.16%	2,235.62	21,909.04	17,000,000.00	17,002,235.62	Texas CLASS
Pool	Proprietary	---	69636640	02/11/11	12/01/11	293	292	1	11,800,000.00	11,800,000.00	0.16%	1,551.78	15,155.73	11,800,000.00	11,801,551.78	Texas CLASS
Pool	Special Revenue	---	70823692	05/13/11	12/01/11	202	202	1	1,000,000.00	1,000,000.00	0.16%	131.51	885.48	1,000,000.00	1,000,131.51	Texas CLASS
Pool	Capital Project	---	71721760	07/27/11	12/01/11	127	126	1	36,900,000.00	36,900,000.00	0.16%	4,852.60	20,542.68	36,900,000.00	36,904,852.60	Texas CLASS
Pool	General Fund	1100	72074402	08/31/11	12/01/11	92	91	1	13,000,000.00	13,000,000.00	0.16%	1,709.59	5,242.74	13,000,000.00	13,001,709.59	Texas CLASS
Pool	Debt Service	---	72089628	09/01/11	12/01/11	91	91	1	5,108,000.00	5,108,000.00	0.16%	671.74	2,037.60	5,108,000.00	5,108,671.74	Texas CLASS
Pool	Debt Service	---	72413979	10/06/11	12/01/11	56	56	1	276,000.00	276,000.00	0.16%	36.30	67.75	276,000.00	276,036.30	Texas CLASS
Pool	Motor Vehicle	1100	72738320	11/09/11	12/07/11	28	22	7	659,652.20	4,617,565.40	0.16%	63.62	80.97	659,652.20	659,715.82	Texas CLASS
Pool	Motor Vehicle	1100	72811411	11/16/11	12/14/11	28	15	14	428,354.18	5,996,958.52	0.16%	28.17	52.58	428,354.18	428,382.35	Texas CLASS
Pool	Motor Vehicle	1100	72870066	11/22/11	12/21/11	29	9	21	475,012.42	9,975,260.82	0.16%	18.74	60.39	475,012.42	475,031.16	Texas CLASS
Pool	Motor Vehicle	1100	72959210	11/29/11	12/28/11	29	2	28	319,721.29	8,952,196.12	0.16%	2.80	40.64	319,721.29	319,724.09	Texas CLASS
	TOTALS								151,966,740.09	1,089,625,980.86		48,699.71	519,829.02	151,966,740.09	152,015,439.80	

--- indicates more than one account number for that fund

Avg. yield
0.42%

WAM
7.17

AI-30279 **10. A.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Irene Montoya Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of two (2) applicants in the Countywide, one (1) applicant in the City of La Joya and one (1) applicant in the City of San Juan under the HOME Owner-Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Owner-Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Maria B. Villarreal Deferred Loan-Elderly Reconstruction	CW 85-11-01	Countywide Precinct #2	HOME 2010	A 1.47 acre tract of land, being the west 1.47 acres out of the East 203.57 feet of Lot 8, The Reconstruction West 207.00 feet of Lots 38, 37, 22 and 36 of Tiny Acres Subdivision, Hidalgo County, Texas
Josefa Guerrero Deferred Loan-Elderly Reconstruction Partial Payback	CW 85-11-02	Countywide Precinct #1	HOME 2010	All of Lot 8, Block 8, Delta West Subdivision Hidalgo County, Texas
Juan & Blanca Lopez Deferred Loan-Disabled Reconstruction	LJ 75-11-01	La Joya Precinct #3	HOME 2010	All of Lot 7, Block 2, St. John Subdivision Hidalgo of County, Texas
Sylvia Perales Deferred Loan-Disabled Reconstruction Partial Payback	SJ 75-11-01	San Juan Precinct #2	HOME 2010	Lot 39, Las Brisas Subdivision, an addition to the City of San Juan, Hidalgo County, Texas

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

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

BUDGETARY IMPACT:

Urban County HOME 2010 funds will be utilized.

Attachments

Synopsis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/21/2011 08:43 AM
Perla Lopez	Perla Lopez	12/21/2011 01:14 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Mary Flores Started On: 12/20/2011 03:49 PM

Final Approval Date: 12/22/2011

Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since July 2007, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Maria B. Villarreal

Family of Three (3)
Applicant's age is 69, sons are 48 and 50

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	3
Square Feet:	1134
Total annual household income:	$ 28,263.60
HUD Income Limits (family of 3):	$ 35,050.00

Existing Dwelling: 3 bedrooms frame home, built in 1966

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since February 2011, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Josefa Guerrero

Family of five (5)
Applicant's age is 63, daughter 40, granddaughter 16, grandson 14, grandson 12

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$58.96
Debt to Income Ratio:	43%
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	3
Square Feet:	1134
Total annual household income:	$ 23,172.00
HUD Income Limits (family of 5):	$ 42,050.00

Partial pay back due to additional 1 bedroom

Existing Dwelling: 3 bedrooms frame home, built in 1966

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of La Joya

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since January 2011, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Juan & Blanca Lopez

Family of Two (2)	
Applicant's age is 55, wife's age 53	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Disabled
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 1,606.92
HUD Income Limits (family of 4):	$ 31,150

Existing Dwelling: 4 bedrooms frame home, built in 1981

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of San Juan

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2010

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since August 2009, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Sylvia Perales

Family of Two (2)
Applicant's age is 53 and daughter age is 23

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	27%
Pay Back:	No - Deferred Loan- Disabled
Number of Bedrooms:	3
Square Feet:	1134
Total annual household income:	$ 14,424.00
HUD Income Limits (family of 2):	$ 31,150.00

Partial pay back due to additional 1 bedroom

Existing Dwelling: 4 bedrooms frame home, built in 1975

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

AI-30275 **10. B.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Michelle Mendoza Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contract with the following families:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
CLAUDIA V FLORES & LILIANA A LOPEZ	FY 2011	$7500	USDA	LOT 48 TOWER LANDING PHASE I ALAMO TX

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Urban County funds will be utilized.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/21/2011 08:42 AM
Perla Lopez	Perla Lopez	12/21/2011 11:11 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Mary Flores Started On: 12/20/2011 03:06 PM

Final Approval Date: 12/22/2011

COUNTY OF HIDALGO
STATE OF TEXAS
URBAN COUNTY PROGRAM
HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this **29th** day of **December** 2011, between the County of Hidalgo, State of Texas ("County") and ***Claudia V. Flores & Liliana A Lopez*** ("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at**:**
Lot 48 Tower Landing Subdivision Phase I, Alamo, HIDALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. **OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.**

8. County agrees to expend $ **7,500.00** ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. **OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 9.**

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding HOMEBUYER ASSISTANCE Funds on the Repayment Date in an amount equal to the HOMEBUYER ASSISTANCE Funds.

FAILURE TO REPAY THE HOMEBUYER ASSISTANCE FUNDS IN ACCORDANCE WITH THIS CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph**.**

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;
(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;
(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;
(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and
(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. **THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.**

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____

DIANA R. SERNA
DIRECTOR

_____

Claudia V Flores

_____

Liliana A Lopez

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Claudia V Flores** ON THIS **29th** day of **December, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Liliana A Lopez** ON THIS **29th** day of **December, 2011.**
.

_____
NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me **Diana R. Serna** ON THIS **29th** day of **December, 2011.**

_____
NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"
To a
Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY: **Lot 48 Tower Landing Subdivision, Phase I, Alamo, Hidalgo County Texas.**

Exhibit "B"
To a
Homebuyer Assistance Program Contract

Copy of Earnest Money Contract

AI-30276 **11. A.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Ray Eufracio, CPA Submitted By: Becky Morales, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Approval of Monthly Financial Report for the Month of November 2011.

BACKGROUND

Reports will be distributed before Commissioners' Court meeting.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/21/2011 08:43 AM
Erika Zamora	Erika Zamora	12/21/2011 02:36 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Becky Morales Started On: 12/20/2011 03:13 PM

Final Approval Date: 12/22/2011

AI-30249 **12. A.**

CC CONSENT

Meeting Date: 12/29/2011

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 $ 41,830.35 for the period of Dec. 1-15, 2011 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Organization

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/19/2011 02:02 PM
Olga Garza	Olga Garza	12/21/2011 04:52 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Flora Vazquez Started On: 12/19/2011 01:24 PM

Final Approval Date: 12/22/2011

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

December 16, 2011

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 88556

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 12/1-12/15/11 (Check#508786-508896) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	41,830.35
TOTAL CURRENT CHARGES	$ 41,830.35
Previous Balance Due	$ 78,325.11

Payments and Credits

12/16/11	Payment received - thank you	78,325.11CR
	Total Payments and Credits	$ 78,325.11CR
	Total Balance Due	$ 41,830.35

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 12/1-12/15/11

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					66.10
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total: 37					5,332.36
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total: 201					36,431.89
					Grand Total: 239					41,830.35

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: December 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 $ 41,830.35 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 12/01-15/2011

(Check# 508786-508896)

1). Hidalgo County	$ 36,431.89		
2). Hidalgo County Headstart Program	$ 5,332.36		
3). Community Service Agency	$ -		
4). Drainage District #1	$ 66.10	$	41,830.35

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 27, 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) $ 108,169.65

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.

Employee Benefits Director — Date: 12/19/2011

Budget Officer — Date: 12/19/2011

Commissioner's Court Approval — Date

APPROVED BY COMMISSIONERS' COURT
ON: _____

AI-30300 **12. B.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Dina Treviño Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Health Insurance Sweep (1100):
Approval to transfer General Fund lapsed Health Insurance benefits from various departments to the Co. Wide Adm.- Contingency account.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Please refer to attached Health Insurance Sweep analysis as of 12-20-11.

Attachments

Health Ins Sweep

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/21/2011 02:01 PM
Ivan Cantu	Ivan Cantu	12/22/2011 08:21 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Erika Zamora Started On: 12/21/2011 01:37 PM

Final Approval Date: 12/22/2011

Hidalgo County

Department of Budget & Management

Salaries Sweep, Obj. 211

As of Tuesday 12/20/2011

ACCOUNT NO.	ACCOUNT NAME	Acutal Expenditures (Regular Emp) 2012 Rate ($4,164.00/YR)	Actual Expenditures (Elected Officials) 2012 Rate ($4,164.00/YR)	Estimated Expenditures (Regular Emp)	Estimated Expenditures (Elected Officials)	Total Estimated Expenditures for Year End	Health Insurance Available Balance as of 12/20/11 (Obj. 211)	Estimated Health Insurance Lapsed Amount (Obj. 211)
1-1100-412-00-009-003	INDIGENT DEFENSE	1,214.50	-	-	-	-	1.00	(1.00)
1-1100-412-00-031-001	MASTER COURT	347.00	-	-	-	-	(94.00)	94.00
1-1100-412-00-032-001	MASTER COURT II	347.00	-	-	-	-	(94.00)	94.00
1-1100-412-00-045-001	CRIMINAL AUXILIARY COURT	694.00	-	-	-	-	(503.00)	503.00
1-1100-412-00-061-001	JP PCT 1/PL 1	696.03	173.50	-	173.50	173.50	(127.32)	300.82
1-1100-412-00-062-001	JP PCT 1/PL 2	696.03	173.50	-	173.50	173.50	(88.32)	261.82
1-1100-412-00-063-001	JP PCT 2/PL 1	694.00	173.50	-	173.50	173.50	(85.00)	258.50
1-1100-412-00-064-001	JP PCT 2/PL 2	694.00	173.50	-	173.50	173.50	815.00	(641.50)
1-1100-412-00-065-001	JP PCT 3/PL 1	694.00	173.50	-	173.50	173.50	515.00	(341.50)
1-1100-412-00-066-001	JP PCT 3/PL 2	694.00	173.50	-	173.50	173.50	1,415.00	(1,241.50)
1-1100-412-00-067-001	JP PCT 4/PL 1	1,214.50	173.50	-	173.50	173.50	(226.00)	399.50
1-1100-412-00-068-001	JP PCT 4/PL 2	867.50	173.50	-	173.50	173.50	7,293.58	(7,120.08)
1-1100-412-00-069-001	JP PCT 5/PL 1	694.00	173.50	-	173.50	173.50	215.00	(41.50)
1-1100-412-00-080-002	CRIM DA	14,291.54	173.50	-	173.50	173.50	16,077.62	(15,904.12)
1-1100-412-00-090-001	DIST CLERK	11,104.00	173.50	-	173.50	173.50	4,151.69	(3,978.19)
1-1100-412-30-085-003	PUBLIC DEFENDER	1,908.50	-	-	-	-	(1,620.96)	1,620.96
1-1100-413-00-110-006	CO JUDGE	1,735.00	173.50	-	173.50	173.50	8,759.50	(8,586.00)
1-1100-413-00-125-001	EXECUTIVE OFFICE	1,908.50	-	-	-	-	3,325.31	(3,325.31)
1-1100-413-30-125-004	CO COMM	-	694.00	-	694.00	694.00	431.62	262.38
1-1100-414-00-130-001	ELECTIONS DEPT	3,123.00	-	-	-	-	2,177.10	(2,177.10)
1-1100-415-00-200-001	INFO TECH DEPT	4,164.00	-	-	-	-	3,281.14	(3,281.14)
1-1100-415-14-115-001	DBM-BUDGET DIV	3,296.50	-	-	-	-	4,827.77	(4,827.77)
1-1100-415-15-140-001	TAX OFF	22,381.50	173.50	-	173.50	173.50	3,057.04	(2,883.54)
1-1100-415-16-150-001	CO TREASURER	1,908.50	173.50	-	173.50	173.50	4,296.00	(4,122.50)
1-1100-415-18-160-001	PURCHASING	4,511.00	-	-	-	-	9,663.31	(9,663.31)
1-1100-415-40-180-001	CO CLERK	11,440.54	173.50	-	173.50	173.50	9,337.67	(9,164.17)
1-1100-415-50-190-002	HUMAN RESOURCES	1,388.00	-	-	-	-	8,384.00	(8,384.00)
1-1100-419-10-210-001	PLANNING DEPT	3,389.57	-	-	-	-	21.10	(21.10)
1-1100-419-40-220-001	FACILITIES MGMT	17,003.00	-	-	-	-	11,982.11	(11,982.11)
1-1100-419-50-125-003	SAFETY	1,735.00	-	-	-	-	436.59	(436.59)
1-1100-421-00-080-003	AUTOPSIES	173.50	-	-	-	-	435.92	(435.92)
1-1100-421-00-125-011	TX DPS	694.00	-	-	-	-	7,012.00	(7,012.00)
1-1100-421-00-280-001	SHERIFF	52,651.05	173.50	-	173.50	173.50	8,895.76	(8,722.26)
1-1100-421-00-291-001	CONSTABLE PCT.1	1,735.00	173.50	-	173.50	173.50	1,623.07	(1,449.57)

ACCOUNT NO.	ACCOUNT NAME	Acutal Expenditures (Regular Emp) 2012 Rate ($4,164.00/YR)	Actual Expenditures (Elected Officials) 2012 Rate ($4,164.00/YR)	Estimated Expenditures (Regular Emp)	Estimated Expenditures (Elected Officials)	Total Estimated Expenditures for Year End	Health Insurance Available Balance as of 12/20/11 (Obj. 211)	Estimated Health Insurance Lapsed Amount (Obj. 211)
1-1100-421-00-292-001	CONSTABLE PCT.2	1,041.00	173.50	-	173.50	173.50	408.09	(234.59)
1-1100-421-00-293-001	CONSTABLE PCT.3	2,689.27	173.50	-	173.50	173.50	(1,221.62)	1,395.12
1-1100-421-00-294-001	CONSTABLE PCT.4	2,602.50	173.50	-	173.50	173.50	(254.57)	428.07
1-1100-421-00-295-001	CONSTABLE PCT.5	694.00	173.50	-	173.50	173.50	10,760.06	(10,586.56)
1-1100-422-10-300-001	FIRE MARSHAL	1,214.50	-	-	-	-	79.64	(79.64)
1-1100-423-00-320-034	ALT INCARCERATION PRG	-	-	-	-	-	3,542.32	(3,542.32)
1-1100-423-21-280-002	JAIL	62,491.93	-	-	-	-	50,643.16	(50,643.16)
1-1100-429-00-110-075	EMERGENCY MGMT	867.50	-	-	-	-	(299.65)	299.65
1-1100-432-00-121-001	PCT1 SANITATION	2,602.50	-	-	-	-	11,479.02	(11,479.02)
1-1100-432-00-122-001	PCT2 SANITATION	2,790.89	-	-	-	-	23,954.92	(23,954.92)
1-1100-432-00-123-001	PCT3 SANITATION	4,061.00	-	-	-	-	12,378.89	(12,378.89)
1-1100-432-00-124-001	PCT4 SANITATION	2,163.32	-	-	-	-	(387.52)	387.52
1-1100-441-00-340-001	HEALTH ADM	6,382.68	-	-	-	-	11,918.54	(11,918.54)
1-1100-441-00-340-003	HEALTH CLINICS	11,746.89	-	-	-	-	18,033.92	(18,033.92)
1-1100-444-00-240-001	HUMAN SERVICES	5,031.50	-	-	-	-	1,255.65	(1,255.65)
1-1100-444-00-360-001	CHILD WELFARE	520.50	-	-	-	-	775.06	(775.06)
1-1100-444-00-370-001	VETERAN'S SRV	694.00	-	-	-	-	3,412.00	(3,412.00)
1-1100-452-00-121-013	PCT1 PARKS	2,949.50	-	-	-	-	23.34	(23.34)
1-1100-452-00-122-008	PCT2 PARKS	1,228.78	-	-	-	-	22,560.08	(22,560.08)
1-1100-452-00-123-008	PCT3 PARKS	2,429.00	-	-	-	-	(658.00)	658.00
1-1100-452-00-124-009	PCT4 PARKS	1,735.00	-	-	-	-	469.45	(469.45)
1-1100-461-00-380-001	TX AGRILIFE EXT	867.50	-	-	-	-	3,215.00	(3,215.00)
1-1100-466-00-121-050	PCT1 CRC	347.00	-	-	-	-	182.92	(182.92)
1-1100-466-00-122-018	PCT2 CRC	694.00	-	-	-	-	4,455.04	(4,455.04)
1-1100-466-00-122-082	PCT2 CRC (S.TOWER)	694.00	-	-	-	-	(117.71)	117.71
		286,024.52	**4,337.50**	**-**	**4,337.50**	**4,337.50**	**292,890.33**	**(288,552.83)**

1100-415-00-115-002-0-899 CO. WIDE ADM. - CONTINGENCY **$ 288,552.83**

TOTAL: **$ -**

To transfer lapsed health insurance (obj. 211) from various departments to the Co. Wide Administration account.

AI-30311 **12. C.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Texas Association of Counties (TAC):
Approval to pay Texas Association of Counties (TAC) the amount of $39,366.03 to cover claims for the third quarter of 2011, with authority for County Treasurer to issue payment/check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-3401-202-00-000-006-0-000

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

BUDGETARY IMPACT:

Funds available as of 12-21-11

Attachments

TAC backup documentation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	12/21/2011 04:13 PM
Budget & Management	Merlen P. Munoz	12/21/2011 04:32 PM
Erika Zamora	Erika Zamora	12/22/2011 09:32 AM
Purchasing Department	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Ivan Cantu Started On: 12/21/2011

Final Approval Date: 12/22/2011

TEXAS ASSOCIATION OF COUNTIES

P. O. BOX 2131
AUSTIN, TEXAS 78768
1-800-456-5974

UNEMPLOYMENT FUND
DEFICIT BILLING

Hidalgo County
Honorable Norma G. Garcia, CIO
2810 S US Highway 281
Edinburg, TX 78539-6243

December 15, 2011
Entity: 1080

Dear Ms. Garcia,

In accordance with the Interlocal Agreement between the Fund and its members, a payment must be made to cover any deficit that occurs when unemployment claims exceed the deposits. We will be sending bills for deficits every quarter in an attempt to control large adjustments at year end. This system will allow you to pay unexpected claim costs as they arise, rather than letting them build up until the end of the year. Your fund balance should be close to that of your one-year reserve that will be calculated at the end of 2011.

After posting the 2011 deposits and claim charges through the third quarter of 2011, we found that your charges exceeded your deposits by $39,366.03.

Please mail your deficit payment of $39,366.03 to TAC at the following address by 1/15/12 in order to maintain your reserve.

Texas Association of Counties
P. O. Box 200989
Houston, Texas 77216-0989

If you have any questions, please feel free to call me at 1-800-456-5974.

Thank you for allowing TAC to serve you.

Sincerely,

C Brannen

Cynthia S. Brannen
Unemployment Fund
Program Manager

RECEIVED BY
HIDALGO COUNTY TREASURER
2011 DEC 20 AM 8 53

UNEMPLOYMENT FUND

YEAR SUMMARY FOR: Hidalgo County - 1080

For Calender Year: 2011

		Deposits	Charges	Other	
2011 Qtr: 1					
	1/13/11	148,927.85			
	6/15/11		-175,473.05		
	7/21/11			26,545.20 (Deficit Payment)	
					$0.00
2011 Qtr: 2					
	4/7/11	148,921.90			
	9/15/11		-174,962.94		
	11/4/11			26,041.04 (Deficit Payment)	
					$0.00
2011 Qtr: 3					
	7/7/11	127,706.23			
	12/15/11		-167,072.26		
					($39,366.03)
2011 Qtr: 4					
	10/6/11	127,289.32			
					$127,289.32

AI-30262 **13. A.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

County Clerks:
Authorization to deactivate data cards through the County's membership/participation with awarded vendor SPRINT for the following:

Department:	Description:	Employee Name:	MDN:
County Clerks	Data Card	Office Use	956-207-7947
County Clerks	Data Card	Office Use	956-207-7134

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact. Services are being deactivated.

Attachments

Request Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/20/2011 09:35 AM
Sylvia Solis	Sylvia Solis	12/20/2011 11:30 AM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Griselda Salazar Started On: 12/20/2011 08:59 AM

Final Approval Date: 12/22/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#_____ Signature:_____

Department: County Clerks Dept#: 180

Quantity: 1 #(1-956-207-7947)

Service: $49.99/mo (x) ____ months = _____ Account: 1-1100-41-40-180-001-0-532

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

Requisition Total:_____ Requisition Number:_____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total:_____

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

Signature	Annette C. Muñiz	12/19/2011
	Print Name	Date

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 956-207-7947

Commissioner's Court Action: **Commissioner's Court Date:** 12-27-11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☒ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#_____ Signature:_____

Department: County Clerks Dept#: 180

Quantity: 1 #(1-956-207-7134)

Service: $49.99/mo (x) ____ months = _____ Account: 1-1100-41-40-180-001-0-532

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

Requisition Total:_____ **Requisition Number:**_____

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____-532

Total:_____

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

Signature	Annette C. Muñiz	12/19/2011
	Print Name	Date

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate 956-207-7134

Commissioner's Court Action: **Commissioner's Court Date:** 12/27/11

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-29898 **14. A.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Marty Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract, etc.) as attached hereto for: "Hidalgo County Precinct No. 1- Landfill Access Services" Bid No. 2012-012-01-25-SMA including the re-advertising of project in the event no bids received and project is still required.

BACKGROUND

1.) Current Contract Expires February 29, 2012
2.) Proposed Schedule of Events:
1st Advertisement: January 07 2012
2nd Advertisement: January 14, 2012
Bid Opening Date: January 25 ,2012

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-432-00-121-001-0-350

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

BUDGETARY IMPACT:

Available balance as of 12-2-11 $83.76.-PO #653489 for BFI Waste Services of Texas, LP-Amount available as of 12-21-11 $993.58. Nov. & Dec. 2011 are pending to be paid.

Advertisement of project and approval of DRAFT contract does not require funding at this stage of procurement process.

2012 Adopted Budget $195,564.00

Attachments

depts approval
legal notice
specifications
legal counsels approval
draft contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/01/2011 10:26 AM
Budget & Management	Merlen P. Munoz	12/01/2011 10:34 AM
Ivan Cantu	Ivan Cantu	12/07/2011 10:21 AM

Purchasing Department	Marty Salazar	12/07/2011 11:04 AM
Ivan Cantu	Ivan Cantu	12/08/2011 11:52 AM
Purchasing Department	Marty Salazar	12/08/2011 01:48 PM
Ivan Cantu	Ivan Cantu	12/14/2011 09:51 AM
Purchasing Department	Marty Salazar	12/20/2011 05:09 PM
Ivan Cantu	Ivan Cantu	12/21/2011 02:04 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Sandra Montalvo Started On: 11/30/2011 10:32 AM

Final Approval Date: 12/22/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1

Attn: Noe Montez via email: noe.montez@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: October 4, 2011

RE: **Approval or Disapproval of Specifications for: Bid No. -2012-012-00-00-SMA-Hidalgo County Precinct No. 1- "Landfill Access Services"**

Please review the current **SPECIFICATIONS/REQUIREMENTS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE	☐
	APPROVED WITH MODIFICATIONS	☐

FUNDS AVAILABILITY: Yes / ____ No / ____

Other (specify)_____

BUDGET ACCOUNT #: 1-1100-432-00-121-001-0-350

[signature]	Noe Montez	PCT 1	10-5-11
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, FRIDAY, October 14, 2011 @ 10:00 a.m.

Enclosures

Bid No: 2012-012-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

Hidalgo County Precinct No. 1
"Landfill Access Services"

BID OPENING DATE: _____,2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1) Sealed bids will be received for "***Hidalgo County Precinct No. 1-Landfill Access Services"-*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **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-2012-012-00-00-SMA-*Hidalgo County Precinct No.1-Landfill Access Services"*** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, , 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-2012-012-00-00-SMA-" *Hidalgo County Precinct No.1-Landfill Access Services"*

   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 and Contract Number (if any)
  d) Notation Descriptive-***"Hidalgo County Precinct No.1-Landfill Access Services"*** 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:

Ray Eufracio, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

17) **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**_____, 2012**
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____, 2011

18) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT** (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding

or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22) Bids, and all goods and services provided 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 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) 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. 1-Landfill Access Services

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
HIDALGO COUNTY PRECINCT NO. 1
"Landfill Access Services"
Bid No.: 2012-012-00-00-SMA

INFORMATION TO BIDDERS:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- ❖ Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- ❖ Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.
- ❖ All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

SPECIFICATIONS/TERMS AND CONDITIONS:

1. Bidder must identify the landfill sit to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type one (1) permit for the landfill site issued by the Texas Natural Resource Conservation Commission. In addition, bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill business.

2. The bidder will accept possession and entitled to all deliveries of solid waste materials tendered to it by County at the landfill site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not, possesses a Type one (1) permit. The purpose of this contract is to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.

3. Bidder should propose prices for a per-ton-of-loose-waste-basis, and should provide separate unit pricing for each of County's two precincts. Price differentials based on the award of a single County wide contract will be considered if proposed.

4. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications/Requirements and to continue at all times in force in effect during the term of any such contract.

   A. a $500,000 general liability policy with limits of at least $100,000/3000,000 in accordance with the Texas Tort Claims Act;

   B. Workers compensation insurance as required by applicable law;

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C. Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;

D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and

E. Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.

5. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto;

6. **Locations of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access service for one or more precincts.**

7 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.

Term of Contract:

1. Awarded bidder will accept solid waste from Precinct No. 1 for a term of one (1) year for services on **"As Needed Basis" only** with the County's option to renew for two (2) additional 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, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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. 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

DRAFT

price changes.

b. 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.

c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

e. 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) **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **ALLOWABLE REVIEW PERIODS**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **DOLLAR LIMIT TO PRICE CHANGES**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, **month, date , 2011 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, month, date, 2011 by 5:00 p.m.**

DRAFT

From: Evangelina Garcia
To: "Sandra Montalvo"
Subject: FW: Landfill Acess Draft Contract-Pct 1
Date: Thursday, December 15, 2011 4:34:12 PM
Attachments: DRAFT CONTRACT.doc

Sandra,
Here's the draft service contract so as to attach on your agenda item along with 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

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, December 15, 2011 4:23 PM
To: 'Sandra Montalvo'
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: FW: Landfill Acess Draft Contract-Pct 1

Sandra,
The following is legal's approval of the draft contract for the above referenced project.

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

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, December 15, 2011 10:55 AM
To: 'Evangelina Garcia'
Subject: RE: Landfill Acess Draft Contract-Pct 1

The draft contract is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, November 30, 2011 2:21 PM
To: 'Martha Salazar'
Cc: 'Sandra Montalvo'
Subject: Landfill Acess Draft Contract-Pct 1

Marty,

Attached for legal's review and approval as to form is the draft contract document including the specifications so as to allow the buyer to proceed with the bidding process.

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-012

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 **"Landfill Access For Hidalgo County 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 _____**, 2012** and ending on _____**, 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

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.

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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.

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

COMPANY:_____

DRAFT

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-30272 **14. B.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of payment for Invoice No. 2011762 in the amount of $394.84 (3rd Call, Mid-Valley Estates Subdivision) as submitted by project engineer TEDSI Infrastructure Group.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1312-431-00-121-461-0-334

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

BUDGETARY IMPACT:

P.O.# 615985 for TEDSI Infrastructure Group, Inc.

Amount available as of 12-21-11 $2,273.26 in relation to Mid-Valley Estates. Please refer to attached, "Schedule of Values" worksheet submitted by project engineer.

Attachments

Invoice No.2011762 TEDSI Infrastructure Group, Inc.

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	12/20/2011 03:32 PM
Purchasing Department	Marty Salazar	12/21/2011 09:50 AM
Budget & Management	Merlen P. Munoz	12/21/2011 10:18 AM
Ivan Cantu	Ivan Cantu	12/21/2011 02:45 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Marcie Jackson Started On: 12/20/2011 02:14 PM

Final Approval Date: 12/22/2011

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Hidalgo County Precinct No. 1
Mr. John Paul Lugo
1902 Joe Stephens Ave.
Weslaco, Texas 78570

Invoice Date: November 22, 2011
TEDSI Invoice No.: 2011762
TEDSI Project No.: 2009-1027-01
Invoice Period: September 1, 2011 thru October 31, 2011

Hidalgo County Border Colonias Access Program Round III (HC BCAP III)

Purchase Order No. 615985
Agreement #C-CAP-08-028-10-28

Contract Amount	Contract Amount Remaining
$189,413.50	**$12,957.98**

Task	Fee	% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Preliminary Engineering (PER)	$40,236.08	0%	100%	$0.00	$40,236.08
Design Field Survey (DFS)	$45,000.00	0%	100%	$0.00	$45,000.00
Plans, Specs & Estimates (PSE)	$85,236.07	0.46323%	99.61964%	$394.84	$84,911.87
Const. Mngt. (CM)	$18,941.35	0%	33.3005%	$0.00	$6,307.57
Subtotal	$189,413.50			$394.84	$176,455.52

TOTAL FEE EARNED: $176,455.52
LESS PREVIOUSLY INVOICED: $176,060.68

TOTAL AMOUNT DUE THIS INVOICE: **$394.84**

REQ.# 147098 P.O.# 615985
1-1312-431-00-121-461-0-334→$394.84
MID-VALLEY ESTATES SUBDIVISION

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
10260 Westeimer, Suite 460
Houston, Texas 77042

INVOICE RECEIVED BY: _____ ON 12/20/11
GOODS/SERVICES RECEIVED BY: _____ ON 12/29/11

Jose A. Sanchez, P.E.
Project Manager

TEDSI Infrastructure Group
Border Colonia Access Program - Round III

Work Authorization Number 1
Schedule of Values - September 1, 2011 thru October 31, 2011
TEDSI Invoice No. 2011762

CSJ	Colonia	Street Name	Engineering Fee	Preliminary Engineering & Design Phase 90%	Construction Engineering Construction Phase 10%	Total This Invoice	Previous Payment	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
3C1080855	Ash Country	Ceniza St	$ 10,430.01	$9,178.23	$0.00	$9,178.23	$ 9,178.23	$0.00	88.00%	$ 1,251.78
3C1080063	Balli Estates	Cynthia Ave	$ 42,960.23	$38,659.14	$0.00	$38,659.14	$ 38,659.14	$0.00	90.00%	$ 4,301.09
		E Balli								
		Minnie Ave								
		N Balli								
		W Balli								
		Sandra Ave								
		Thelma Ave								
3C1080148	Chapa North	North Road	$ 6,866.64	$6,180.31	$686.33	$6,866.64	$ 6,866.64	$0.00	100.00%	$ -
3C1080149	Chapa South	South Road	$ 6,074.64	$5,466.17	$608.47	$6,074.64	$ 6,074.64	$0.00	100.00%	$ -
3C1080185	Whalen- Engleman 2	Church Rd	$ 9,991.52	$8,997.01	$0.00	$8,997.01	$ 8,997.01	$0.00	90.00%	$ 994.51
3C1080215	De Anda	Pedro St	$ 5,147.76	$4,519.80	$0.00	$4,519.80	$ 4,519.80	$0.00	87.80%	$ 627.96
		David St								
3C1080319	High Point	North Lane	$ 9,702.00	$8,732.66	$969.34	$9,702.00	$ 9,702.00	$0.00	100.00%	$ -
		South Lane								
3C1080387	La Mesa	Sierra Dr	$ 16,810.69	$15,135.59	$1,675.10	$16,810.69	$ 16,810.69	$0.00	100.00%	$ -
		Montana Dr								
		Mesquite Dr								
3C1080896	McKee 1	Waller Wagers	$ 9,837.08	$8,843.76	$993.32	$9,837.08	$ 9,837.08	$0.00	100.00%	$ -
3C1080461	Mid Valley Estates	Carol St	$ 18,801.76	$16,923.34	$0.00	$16,923.34	$ 16,528.50	$394.84	90.00%	$ 1,878.42
		Evelyn St								
		Lucille St								
		Alma St								
3C1080687	S Palm Garden Estates 1	Palm Parkway St	$ 4,704.16	$4,235.43	$468.73	$4,704.16	$ 4,704.16	$0.00	100.00%	$ -
		Kalanchoe St								
3C1080688	S Palm Garden Estates 2	Palm Parkway St	$ 3,891.04	$3,500.52	$390.52	$3,891.04	$ 3,891.04	$0.00	100.00%	$ -
		Jade St								
3C1080790	Village Grove 2	Clark St	$ 3,379.10	$3,041.15	$0.00	$3,041.15	$ 3,041.15	$0.00	90.00%	$ 337.95
3C1080804	Wes Mer	Jose E. Pulido St	$ 7,179.31	$6,458.85	$0.00	$6,458.85	$ 6,458.85	$0.00	90.00%	$ 720.46
3C1080220	Delta West	Esperanza St	$ 28,466.19	$25,620.38	$0.00	$25,620.38	$ 25,620.38	$0.00	90.00%	$ 2,845.81
		Portillo St								
		Cenizo St								
		Janine St								
3C1080228	Diaz St	Diaz St	$ 5,171.37	$4,655.61	$515.76	$5,171.37	$ 5,171.37	$0.00	100.00%	$ -
			$ 189,413.50	$170,147.95	$ 6,307.57	$176,455.52	$ 176,060.68	$394.84		$ 12,957.98

Project Completion

Anticipated Completion Date: December 31, 2012
Extension: _____
Date Extension was approved in Court: _____

Project Engineer: TEDSI Infrastructure Group
Name (Print): Jose A. Sanchez
Signature: _____
Date: November 22, 2011

Colonia Access Program Director: _____
Date: _____

ENGINEERING SUPPLEMENTAL INVOICE SUMMARY

PRECINCT NUMBER: 1

WORK AUTHORIZATION NUMBER: 1

Schedule of Values - September 1, 2011 thru October 31, 2011
TEDSI Invoice No. 2011762

CSJ Number (Project #)	Project (Colonia & Street)	Maximum Approved Engineering Fee (By Work Authorization	Preliminary (902) Engineering 90% (Preliminary & Design Phase)	Construction (903) Engineering 10% Construction Phases	Total This Invoice	Cumulative Amount Billed to Date (Including This Invoice)	Percentage Complete	Engineering Fee Available Balance
SEE ATTACHED INVOICE & SPREADSHEET								
	TOTAL (Or subtotal if more than one page used)	$189,413.50	$170,472.15	$18,941.35	$394.84	$176,455.52	93.1589%	$12,957.98

Project Completion

Anticipated Completion Date December 31, 2012
Extensions _____
Date Extension was approved in Court _____

Project Engineer

Name (Print) TEDSI INFRASTRUCTURE GROUP

Signature _____ Date November 22, 2011

Colonia Access Program Director _____ Date _____

AI-30277 **14. C.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #U1445-05 in the amount of $263,200.00 for invoice period through September 17, 2011 and Invoice #U1445-06 in the amount of $307,765.00 for invoice period through November 19, 2011 as submitted by S&B Infrastructure, LTD., project engineer for "Raymondville Drain Project-County Wide" in connection with Contract #C-10-164-04-20-PO#642615 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. #: 1-1341-431-50-115-078-0-733

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

BUDGETARY IMPACT:

PO #642615 for S & B Infrastructure, LTD

Amount available as of 12-21-11	$3,068,049.00
Less Inv. #U1445-05	(263,200.00)
Less Inv. #U1445-06	(307,765.00)
Amount pending to be paid/billed	$2,497,084.00

Attachments

Invoice Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/21/2011 09:57 AM
Budget & Management	Merlen P. Munoz	12/21/2011 10:19 AM
Rosalinda Cantu	Merlen P. Munoz	12/21/2011 02:00 PM
Ivan Cantu	Ivan Cantu	12/21/2011 04:39 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Vangie Garcia Started On: 12/20/2011 03:16 PM

Final Approval Date: 12/22/2011

S&B INFRASTRUCTURE, LTD.
Engineering Management Technology

INVOICE

December 9, 2011

Hidalgo County
Attention: Godfrey Garza, District Manager HCDD1
902 North Doolittle
Edinburg, Texas 78539

Project Description:
CONTRACT NO. 2010-164-04-20
"Design and Expansion of the Raymondville Drain Outfall System"

S&B Invoice No.: **U1445-06**
Invoice Period: **Through November 19, 2011**

	QTY	UNIT	UNIT PRICE	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
Design and Expansion of the Raymondville Drain Outfall System	1	LS	$6,000,000	58%	$ 3,502,916.00	$ 3,195,151.00	$ 307,765.00
					PAYMENT IS REQUESTED IN THE AMOUNT OF:		$ **307,765.00**

I hereby certify that this invoice is true and correct, and that all services indicated have been provided.

S & B INFRASTRUCTURE, LTD.

for **Daniel O. Rios, PE**
Senior Vice-President / Project Manager

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: $ 307,765.00

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

Attachments:
PROGRESS REPORT NO. 6
CD

HIDALGO COUNTY
DEC 14 2011
DRAINAGE DISTRICT #1

S&B INFRASTRUCTURE, LTD.
Engineering Management Technology

INVOICE

November 30, 2011

Hidalgo County
Attention: Godfrey Garza, District Manager HCDD1
902 North Doolittle
Edinburg, Texas 78539

Project Description:
CONTRACT NO. 2010-164-04-20
"Design and Expansion of the Raymondville Drain Outfall System"

S&B Invoice No.: **U1445-05**
Invoice Period: **Through September 17, 2011**

	QTY	UNIT	UNIT PRICE	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
Design and Expansion of the Raymondville Drain Outfall System	1	LS	$6,000,000	53%	$ 3,195,151.00	$ 2,931,951.00	$ 263,200.00
					PAYMENT IS REQUESTED IN THE AMOUNT OF:		**$ 263,200.00**

I hereby certify that this invoice is true and correct, and that all services indicated have been provided.

S & B INFRASTRUCTURE, LTD.

Daniel O. Rios, PE
Senior Vice-President / Project Manager

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: **$ 263,200.00**

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

Attachments:
PROGRESS REPORT NO. 5
CD

HIDALGO COUNTY
DEC 14 2011
DRAINAGE DISTRICT #1

AI-30278 **14. D.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Martha L.Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of payment of Invoice#7701 in the amount of ($10,937.92) submitted by L&G Consulting Engineers, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to Contract #C-11-185-07-19 (PO#667039) (WA#2), for Professional Engineering Services "Geo Technical Services" for the "New Administration Offices/Building for Hidalgo County Precinct No. 4"

2. Requesting approval of payment of Inv#s 1 ($4,375) & 2 ($4,375) a grand total amount of ($ 8,750.00) submitted by PRODIGY with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to Contract #C-11-235-10-25 (PO#666986), for "Professional Construction Management Services" for the "New Administration Offices/Building for Hidalgo County Precinct No. 4"

BACKGROUND

Inv# 7701-L&G Engineering (GEO Tech)-Pct 4 (New Admn Offices/Bldg)
Inv#s 1 & 2-Prodigy-(Construction Managment Svc)-Pct 4 (New Admn Offices/Bldg)

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-431-00-124-075-0-720

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

BUDGETARY IMPACT:

Amount available as of 12-21-11 for PO#:

1. 667039 $10,937.92 - L & G Engineering.
2. 666986 $52,500.00 - Prodigy Construction Management LLC.

Reference:
Inv# 1 4,375 AI#30278 12-29-11 (period billed fr 11-1-11 to 11-30-11)
Inv# 2 4,375 AI#30278 12-29-11 (period billed fr 12-1-11 to 12-30-11)

Attachments

Inv# 7701-L&G Engineering (GEO TECH)-Pct 4
Contract #C-11-185-07-19-L&G Engineering (GEO TECH)
WA# 2-L&G Engineering-C-11-185-07-19-L&G Engineerng
Inv# 1 & 2-Prodigy-C-11-235-10-25-Pct 4
Contract #11-235-10-25-Prodigy-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/21/2011 10:01 AM
Budget & Management	Merlen P. Munoz	12/21/2011 10:20 AM
Manuel Chapa	Manuel Chapa	12/21/2011 03:03 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Letty Saenz Started On: 12/20/2011 03:23 PM

Final Approval Date: 12/22/2011

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: DECEMBER 19, 2011
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. 7701: CONTRACT #C-11-185-07-19

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#7701** IN THE AMOUNT OF **$10,937.92** FOR **L & ENGINEERING LABORATORY, LLC** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#667039,** ACCOUNT: **1-1342-431-00-124-075-0-720**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES
ATTACHMENTS: Inv. #7701
P.O. 667039

L & G Engineering Laboratory, LLC

2100 W. Expressway 83
Mercedes, Texas 78570
(956) 565-0760 • Fax (956) 565-6746

Date	Invoice #
12/16/2011	7701

Bill To

Hidalgo County Pct. No. 4
1102 N. Doolittle Rd
Edinburg, Texas 78541

Re:

Hidalgo County Pct. No. 4
New Administration Bldg.
Geotechnical Study
P.O. #667039

HIDALGO COUNTY PCT. #4 RECEIVED BY DEC 19 '11 RUMALDO MUNOZ JR EDINBURG TEXAS 78541

CSJ #/Project #	Rep	Due Date
GL11029	RG	1/10/2012

Date	Description	Price Each	Quantity	Amount
12/13/2011	Eng. Tech. (Soils / SP.)(Hr.)(Locate Borings)(Utl. Clr.)	45.07	2	90.14
	Vehicle Trip Charge (Miles)	0.49	50	24.50
	Mobilization (Day)	418.18	1	418.18
	Geo. Drill - Solid Stem w/SPT Testing (lf.)	29.28	75	2,196.00
	Eng. Tech. (Soils / SP.)(Hr.)(Field Logger)	45.07	10	450.70
	Eng. Tech. (Soils / SP.)(Hr.)(Field Logger)(24-hr. Water Level Obser.)	45.07	2	90.14
	Vehicle Trip Charge (Miles)(Support Veh.)	1.57	50	78.50
	Vehicle Trip Charge (Miles)(Logger)	0.49	100	49.00
	Moisture Content	9.95	27	268.65
	Atterberg Limits Det. (Ea.)	75.05	22	1,651.10
	Materials Finer #200(Ea.)	62.63	22	1,377.86
	Unconfined Compression (Soil)	47.05	3	141.15
	Engineering Specialist(Hr.)(Soil Classification)	112.61	4	450.44
	Engineering Specialist(Hr.)(Boring Logs)	112.61	4	450.44
	Senior Project Manager (Hr.)	150.22	2	300.44
	Geotechnical Engineer (Hr)	150.22	4	600.88
	E.I.T.	112.61	19	2,139.59
	Technician (CADD)	45.07	2	90.14
	Administrative / Clerical	45.07	1	45.07
	Printing & Reproduction	25.00	1	25.00

INVOICE RECEIVED BY: _____ on 12-19-11
GOODS/SERVICES RECEIVED BY: _____ on 12-19-11

1-1342-431-00-124-075-0-720
Pct. # 1565
Pur. Req. # 205366
P.O. # 667039

Total	$10,937.92
Balance Due	$10,937.92

L&G Engineering appreciates the opportunity to serve your material testing needs.

Purchase Order

COUNTY OF HIDALGO

PO#: 667039

DATE: 11/28/11

VENDOR: 312797 REQ:00205366

Email:

Phone:(956)565-9813

L & G ENGINEERING LABORATORY, LLC
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

Special Instructions: PCT. REQ.# 1565

Contract No: C-11-185-07-19

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		AS PER CONTRACT C-11-185-07-19		
1	LOT	CC WORK AUTHORIZATION #2 FOR ENGINEER TO PROVIDE PROFESSIONAL GEOTECHNICAL ENGINEERING SERVICES FOR "NEW ADMINISTRATION BLDG. LOCATED IN EDINGBURG, TEXAS WITHIN HIDALGO COUNTY PRECINCT NO. 4	10,937.92	10,937.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		10,937.92
		********** For Hidalgo County use only **********		
		1-1342-431-00-124-075-0-720 10,937.92		
		Approved ----------		

Authorized by: Martha L. Salazar

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-185-07-19

THIS AGREEMENT is made effective the **19th** day of **July, 2011** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Hidalgo County Precinct No. 4** and **L & G Engineering** of Mercedes, a Texas Corporation ("Engineer").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **"Geo Technical Services"** for projects located within **Hidalgo County Precinct No. 4 (on an as needed basis)** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a Professional Engineer to assist the County by providing the Services;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Engineer".

2. Term. This Agreement is for a period of **one (1) year**, effective **July 19, 2011**, and will expire **July 18, 2012** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each **"Work Authorization".**

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a

subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a

statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such

information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the

Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

13. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

17. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

18. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

20. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

21. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not

limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Engineer:	L & G Engineering Attn: Mr. Jacinto Garza, P.E./President 2100 West Expressway 83 Weslaco, Texas 78570

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

24. Executions of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

29. Commitment of Current Revenues. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court
on 7/19/11 RG

ENGINEER:
L & G ENGINEERING

By: _____

Printed Name ARMANDO J. SANDOVAL

Title: Vice - President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: July 19, 2011

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY (including all funding sources, programs, and entities)
"Professional Engineering Services"
RFQ NO: 2011-001-01-05-YSI

1. **Request For Qualifications Letter, consisting of 1 page.**
2. **Check List, consisting of 1 page.**
3. **Request for Qualifications, Legal Notice, consisting of 8 pages.**
4. **Exhibit A, Requirements, consisting of 9 pages.**
5. **Exhibit B, Evaluation Criteria, consisting of 3 pages.**
6. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
7. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
8. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
9. **Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.**
10. **IRS W-9 Form, consisting of 4 pages.**
11. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.**
12. **Documentation Required on Building & Road & Bridge Construction Project, Attachment A, consisting of 1 page.**
13. **Professional Services Procurement Form, Attachment B, consisting of 1 page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent — **12-13-10 Date**

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**

Request For Qualifications - **"Professional Engineering Services-Hidalgo County"** (including all funding sources, programs, and entities)
RFQ NO: 2011-001-01-05-YSl

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

RFQ NO: 2011-001-01-05-YSI	BUYER III: YVETTE ISLAS	TEL: 956-292-7000-EXT. 4874

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY

(Including all Funding Sources, Programs and Entities)

JANUARY 05, 2010

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

LEGAL NOTICE **RFQ NO: 2011-001-01-05-YSI**

1. **Sealed Statements of Qualifications** will be received for "**Professional Engineering Services-Hidalgo County", (Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors 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 RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs 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, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2011-001-01-05-YSI-"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"** 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, JANUARY 05, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2011-001-01-05-YSI—PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY.

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.ux BY NO LATER THAN Monday, December 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 29, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the 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. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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.

12. 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.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- 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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **"Professional Engineering Services-Hidalgo County"**
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

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 05, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also 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 materialmen 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.~~

17. Ethical Standards:

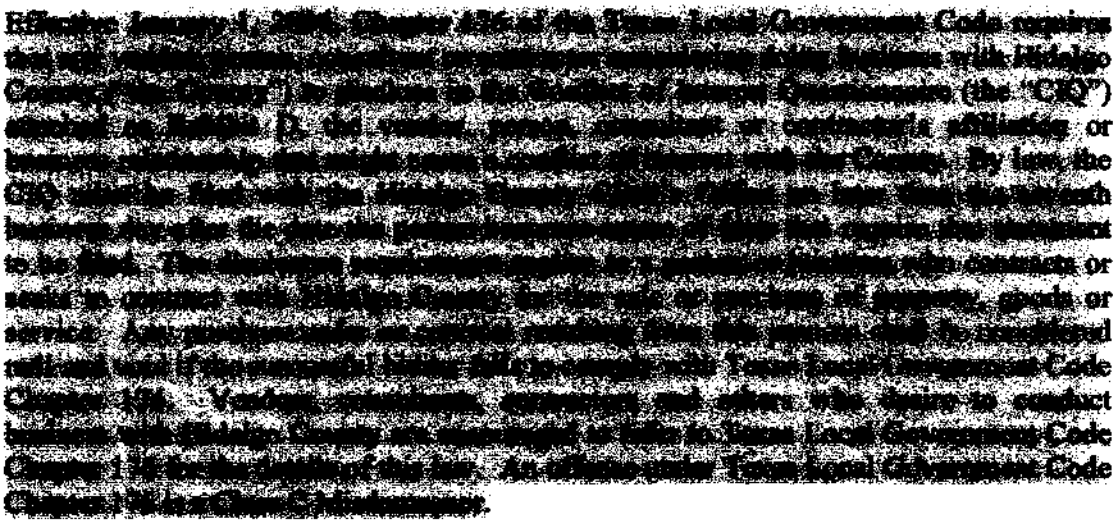
. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head

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.

18. [redacted]



[redacted]

19. 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.

20. 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.

21. 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.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer'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.

23. 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.

24. 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.

25. 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.

26. 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. 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.

28. 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.

29. 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.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Professional Engineering Services-Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2011-001-01-05-YSI

JANUARY 05, 2011

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 bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) 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 accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period ending on February 08, 2012. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES"-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications "** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, JANUARY 05, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-001-01-05-YSI

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ 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 statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday, December 27, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, December 29, 2010. **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 of 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 of 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 located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest 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 RFQ's:
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 vendor'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 Qualifications (RFQ) 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 request for qualifications 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.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
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 POOL:
The pool term is for a period ending on February 08, 2012, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

X Roadway, Bridge and General Design and Construction

X Federal, State and County-funded construction projects

X Solid Waste related projects

X Geotechnical Engineering Projects

X Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:
The firm 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.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

X Route and Design Studies

X Social, Economic, Environmental Studies and Public Involvement

X Right of Way Maps and Data

X Utility Adjustments

X Surveying

X Pre-Design

B.

X	Roadway Design
X	Drainage Design
X	Solid Waste
X	Signing, Markings and Signalization
X	Traffic Control Plans
X	Bridge Design
X	Plans and Specifications
X	Bid Preparation

C.

X	Building Design
X	Plans, Drawings and Specifications
X	Bid Package Preparation

D.

X	Construction Contract Management
X	Conduct Construction Materials Engineering and Testing Services
X	Design for New Construction
X	Design for Alterations/Renovations
X	Needs Assessment
X	ADA Compliance
X	Code Analysis
X	Cost Estimating

E.

X	Soil/Rock and Foundation Studies
X	Excavations and Trenches
X	Dams and Cut or Filled Slopes

X	Pavements
X	Water and Waste Retention/Disposal
X	Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format**.

PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will

be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 05, 2010.**
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.

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES
RFQ No. 2011-001-01-05-YSI

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		
2. Experience of Project Team	25	_____
Comments/Rationale For Points: _____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

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

5. 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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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 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 & CONTRACTOR'S 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 EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTH- ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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

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 award of project 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 award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR 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 project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South 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.:** _____

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. January 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.

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.

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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card 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/online/ss-5.pdf*. 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.)

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, and the District of Columbia 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 Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA' ') COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	
Area of Specialization:	

	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:
Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

EXHIBIT A

-Scope of Services to be
Provided by the County

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the County in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The County will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the County in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the County may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

EXHIBIT "B"
Scope of Services

PROJECT: **Professional Geotechnical Engineering Services on an "as needed basis" for Hidalgo County Pct. No. 4.**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Professional Geotechnical Engineering Services.**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services

Geotechnical Drilling Services

L&G Engineering will provide drilling services for **Hidalgo County Pct. No. 4**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Pct. No. 4 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

Hidalgo County Pct. No. 4 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

EXHIBIT C

-Engineer's Contract Rates

EXHIBIT "C"
HIDALGO COUNTY PCT. No. 4
GEOTECHNICAL ENGINEERING
RATES FOR FY 2011-2012

Geotechnical Field Services	**FY 2011**	**FY 2012**
Mobilization	$418.18/Day	$424.45/Day
Stand-By Time	$182.95/Hr.	$185.69/Day
Texas Cone Penetration Test (Tex-132)	$5.23/Ea.	$5.31/Ea.
Soil Boring / Solid Stem	$29.28/Lf	$29.72/Lf
Soil Boring / Hollow Stem	$29.28/Lf	$29.72/Lf
Soil Boring / Mud Rotary	$29.28/Lf	$29.72/Lf
Support Truck	$1.57/Mi.	$1.59/Mi.
Peizometer / Monitoring Well	By Quote	By Quote

Soil Classification Testing	**FY 2011**	**FY 2012**
Moisture Content Determination	$10.00/Ea.	$10.15/Ea.
Determination of Liquid Limit of Soils	$50.09/Ea.	$50.84/Ea.
Determination of Plastic Limit of Soils	$50.09/Ea.	$50.84/Ea.
Atterberg Limits of Soils	$75.06/Ea.	$76.19/Ea.
Bar Linear Shrinkage of Soils	$62.63/Ea.	$63.57/Ea.
Sieve Analysis		
Through #200 Sieve	$73.18/Ea.	$74.28/Ea.
Finer #200 Sieve	$52.27/Ea.	$53.05/Ea.
Unit Dry Weight	$27.18/Ea.	$27.59/Ea.
Specific Gravity	$73.18/Ea.	$74.68/Ea.

Strength / Volume Change Laboratory Testing	**FY 2011**	**FY 2012**
Unconfined Compression-Soil Shelby Tube Specimen	$47.05/Ea.	$47.76/Ea.
Unconfined Compression-RockCore Specimen	$50.19/Ea.	$50.94/Ea.
Swell Test-Pressure Method	$261.36/Ea.	$265.28/Ea.
Swell Test-Free Swell	$146.36/Ea.	$148.56/Ea.
Consolidation Test	$491.36/Ea.	$498.73/Ea.
HydraulicConductivity	$365.90/Ea.	$371.39/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

Personnel:	Engineer (Principal)	$150.22/Hr.	$152.47/Hr.
	Engineering Specialist	$112.61/Hr.	$114.30/Hr.
	Technician (Soils)	$45.07/Hr.	$45.75/Hr.
	Technician (Concrete)	$57.55/Hr.	$58.41/Hr.
	Technician (Asphalt)	$57.55/Hr.	$58.41/Hr.
Expenses:	Mileage	.49/Mi	.50/Mi.

^^Fees adjusted approximately 1.5% annually.

EXHIBIT D

-Work Authorization Form

EXHIBIT "D"
HIDALGO COUNTY
Professional Engineering for GEO Technical Services
Agreement #C-11-185-07-18
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Engineer's of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _ _-_ _ _-_ _ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this Work Authorization No. _.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (approval date)___ as indicated below and effective as of _____day of _____, 2011.

THE ENGINEER:
L & G ENGINEERING

_____
Jacinto Garza, P.E./President

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineer of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2011** concerning Engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

Client#: 11734 LGLABOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/2011

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	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956871286
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Landmark American Insurance Com	33138
	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C : Hartford Casualty Ins Co	29424
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
L & G Engineering
2100 W Expressway 83
Mercedes, TX 78570

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	X	LHC730859	07/19/2011	07/19/2012	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2011	07/19/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	TSF00010203000	07/23/2011	07/23/2012	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y / N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab			LHC730859	07/19/2011	07/19/2012	$2,000,000 Limit	
A	Pollution Liab			LHC730859	07/19/2011	07/19/2012	$2,000,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
** Workers Comp Information **
Voluntary Compensation
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
Marth L Salazar, CPPB
2812 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

Brian E Lewis

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DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation

** Supplemental Name **
First Supplemental Name applies to all policies - L & G Engineering
Hidalgo County is hereby listed as Additional Insured regarding the General Liability and Auto Liability.
Waiver of Subrogation in favor of Certificate Holder.

APPROVED

AI-27461 **16.D.1.**

Pct 4-Prof Services Agreements-L&G Engineering (on call) w/WA#1 & Dos Land Surveying (on call)

CC REGULAR

Date: 07/19/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING for: "Professional GEO Technical Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

b. Requesting approval of Work Authorization No. 1 for ($ 6,412.88) from L&G Engineering for "Professional GEO Technical Services" in connection to Contract #C-11-185-07-19, for ongoing (Project): Building Repairs and/or Additions and Renovations to the WIC OFFICES located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4, (project architect-Dannenbaum Engineering Company).

c. Requesting approval of a "professional surveying services" agreement with DOS LAND SURVEYING for: "Surveying Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

BACKGROUND

Contract Doc#C-11-185-07-19-L&G Engineering (GEO Technical Services)
Work Authorization#1 - L&G Engineering (Geo Tech Svc for ongoing project for WIC Off at Pct 4)
Contract Doc#C-11-184-07-19-Dos Land Surveying (Surveying Services)
Email approval by legal-Contract Documents
Email approval by Raul Sesin-Engineering Rates

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 7-14-11 $154,766.15

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-1-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 7-14-11 $39,331.00

CC Approved July 19,2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
July 19, 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** Palacios out
2. **Pledge of Allegiance** All
3. **Prayer** Com. Quintanilla
4. **Approval of Consent Agenda** All Approved
5. **Open Forum**
6. **Executive Officer - Valde Guerra:**

A. 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."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

no action

B. **AI-27564** Discussion, consideration and action relating to the office of County Court at Law #7.

C. **AI-27567** 1. Approval to create the following full-time positions:

approved

Dept./ Prog.	Slot No.	Position Title	Budgeted Salary
Pct. 1 Admin. (121-004)	0011	Clerk IV	$35,500.00
Pct. 1 Admin. (121-004)	0012	Administrative Assistant IV	$48,000.00
Pct. 1 Admin. (121-004)	0013	Clerk	$27,500.00
Pct. 1 Admin. (121-004)	0014	Call Center Manager	$51,000.00
Pct. 1 Admin. (121-004)	0015	Administrative Assistant III	$36,000.00
Pct. 1 Admin. (121-004)	0016	Clerk	$27,500.00
Pct. 1 Rd Maint. (121-005)	0115	Maintenance III	$38,000.00

2. Approval of revised salary schedule(s).

D. **AI-27506** Law Library:
Requesting approval to increase the Law Library Filing Fee from $30.00 to the maximum allowable amount of $ 35.00 per case filed as per Section 323.023 (a) of the Local Government Code effective September 1, 2011

approved

7. **County Judge's Office:**

presentation

A. **AI-27572** Recognition of Aurora Cavazos

presentation only

B. **AI-27521** Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.

CC Approved July 19, 2011

CC Approved July 19,2011

and Delinquency Prevention (OJJDP) ($300,000.00). New grant end date is 12-31-11.

B. Salary Schedule Changes:

1. AI-27469 Reclassifications:

approved a. Approval to reclassify two (2) regular full time positions, from Collection Specialist I to Collections Enforcement Officer I, title change only; reviewed and recommended by Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period (08/01/11).

approved b. Approval to reclassify eight (8) regular full time positions, from Collection Specialist II to Collections Enforcement Officer II, title change only; reviewed and recommended by Classification Committee, as per section 3.22 of the Civil Service Commission Rules, effective next full pay period (08/01/11).

approved c. Approval to delete the Collection Specialist I and Collection Specialist II classification from the position inventory.

approved d. Approval of revised salary schedules.

16. 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"

2. Presentation for discussion, consideration and action

nothing to report a-c 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:

nothing to report a-c
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-27474 Sheriffs' Office

approved Request, Consideration for approval to purchase a mobile surveillance camera for the Hidalgo County Sheriff's Law Enforcement Facility thru Hidalgo County's membership/participation with GSA Contract No.#GS-07F-0117U, which includes delivery, installation and training in the amount of $221,016.32.

B. Pct. 1

1. AI-27463 Acceptance and approval of Work Authorization #3 in the amount of $5,829.55 for "Mile 4½ West Road (between Mile 11 and Mile 12) Project" for Construction Materials Testing Services with L & G Engineering Laboratory, LLC in Hidalgo County Precinct No.1 in connection with Contract #C-10-319-10-19 (approved by CC on 10/19/10).

approved

CC Approved July 19, 2011

CC Approved July 19,2011

2. **AI-27484** a. Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County Precinct No. 1 and Delta Lake Irrigation District for the provision of irrigation water for park(s); approved

b. Acceptance and approval of an Interlocal Cooperation Agreement Project: provision of water for the irrigation of approximately 30 acres of park more specifically, Delta Lake Park in Precinct No. 1. approved

C. Pct. 3

1. **AI-27520** Presentation of bids received with recommendation from project engineer, Javier Hinojosa for the purposes of award to Valley Boring Service, LLC (low bidder meeting all specifications attached hereto) with a base bid of $73,160.00 for "Drainage Improvements to 2 Mile Line Abram Rd." 36" Dry Bore Method under H.C.I.D. No. 6 Canal and as concurred by Commissioner Joe M. Flores, Hidalgo County Pct. #3-Project #2011-174-07-06-OGG. approved

D. Pct. 4

1. **AI-27461** a. Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING for: "Professional GEO Technical Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4. approved

b. Requesting approval of Work Authorization No. 1 for ($ 6,412.88) from L&G Engineering for "Professional GEO Technical Services" in connection to Contract #C-11-185-07-19, for ongoing (Project): Building Repairs and/or Additions and Renovations to the WIC OFFICES located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4, (project architect-Dannenbaum Engineering Company). approved

c. Requesting approval of a "professional surveying services" agreement with DOS LAND SURVEYING for: "Surveying Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4. approved

E. Health & Human Services Dept.

1. **AI-27452** Requesting authority to purchase (1) one New Mobile Unit through County's participation/membership with TASB Buyboard's from awarded vendor Farber Specialty Vehicles contract # 300-08; for Hidalgo County Health and Human Services in the total price not to exceed $361,100.00 under Project # 2011-118 approved

2. **AI-27518** Acceptance and approval to award proposal from job order contractor, Herrera & Hunt Inc. (awarded JOC through HCDE-Choice Facility Partners) in the amount of $1,700.00 for the Hidalgo County Health and Human services "Re-location of File Cabinet". approved

F. WIC

1. **AI-27462** Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING LABORATORY, LLC for "Construction Material Testing" services for the ongoing project: Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road located within Hidalgo County Precinct No. 4, (project architect-Dannenbaum Engineering Company). approved

G. Executive Office

1. **AI-27574** Authority to advertise the lease of office in the City of Edinburg for the housing of a judicial Courtroom for Hidalgo County with procurement packet which includes specifications to be developed and drafted by Purchasing with input and direction by Executive Officer. approved

1. **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:

CC Approved July 19, 2011

Attachments

Link: contract#C-11-185-07-19-L&G Eng
Link: WA#1-L&G Engineering(WIC Offices)
Link: contract#C-11-184-07-19-DLSurveying
Link: email apprvd by legal
Link: email apprvd eng rates-Mr Sesin
Link: email legal apprvd contract-DLS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/12/2011 04:16 PM	APRV
2	Budget & Management	Merlen P. Munoz	07/12/2011 04:42 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/14/2011 03:59 PM	APRV
4	Auditor's Office		07/15/2011 04:39 PM	NEW

Form Started By: Letty Saenz Started On: 07/11/2011 10:26 AM
Final Approval Date: 07/15/2011

HIDALGO COUNTY

Professional Engineering Services
Contract # C-11-185-07-19
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING** professional engineers of Mercedes Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Professional Geotechnical Engineering Services for "New Administration Bldg. located in Edinburg, Texas within Hidalgo County Precinct No. 4**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$10,937.92**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. 1-1342-431-00-124-075-0-720
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 11/08/11 as indicated below and effective as of 8th day of November, 2011.

THE ENGINEER:
L&G ENGINEERING

By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court
on 11-8-11 RG

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **"New Administration Building located in Edinburg, Texas within Hidalgo County Precinct No. 4**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering** with **Site Maps, Plans and Specifications** for the **New Administration Building in Edinburg, Texas.**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **"New Administration Building located in Edinburg, Texas within Hidalgo County Precinct No. 4**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Professional Geotechnical Engineering Services**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services

Geotechnical Drilling Services

L&G Engineering will provide drilling services for **Hidalgo County Pct. No. 4**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Pct. No. 4 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

Hidalgo County Pct. No. 4 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

ATTACHMENT "C"
Work Schedule

PROJECT: **"New Administration Building located in Edinburg, Texas within Hidalgo County Precinct No. 4**

Work Schedule

L&G Engineering will provide **Hidalgo County Pct. No. 4** with **Professional Geotechnical Engineering Services** as outlined in **Contract Agreement C-11-185-07-19.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **"New Administration Building located in Edinburg, Texas within Hidalgo County Precinct No. 4**

See Attached

FEE SCHEDULE
Geotechnical Engineering Services

L&G ENGINEERING

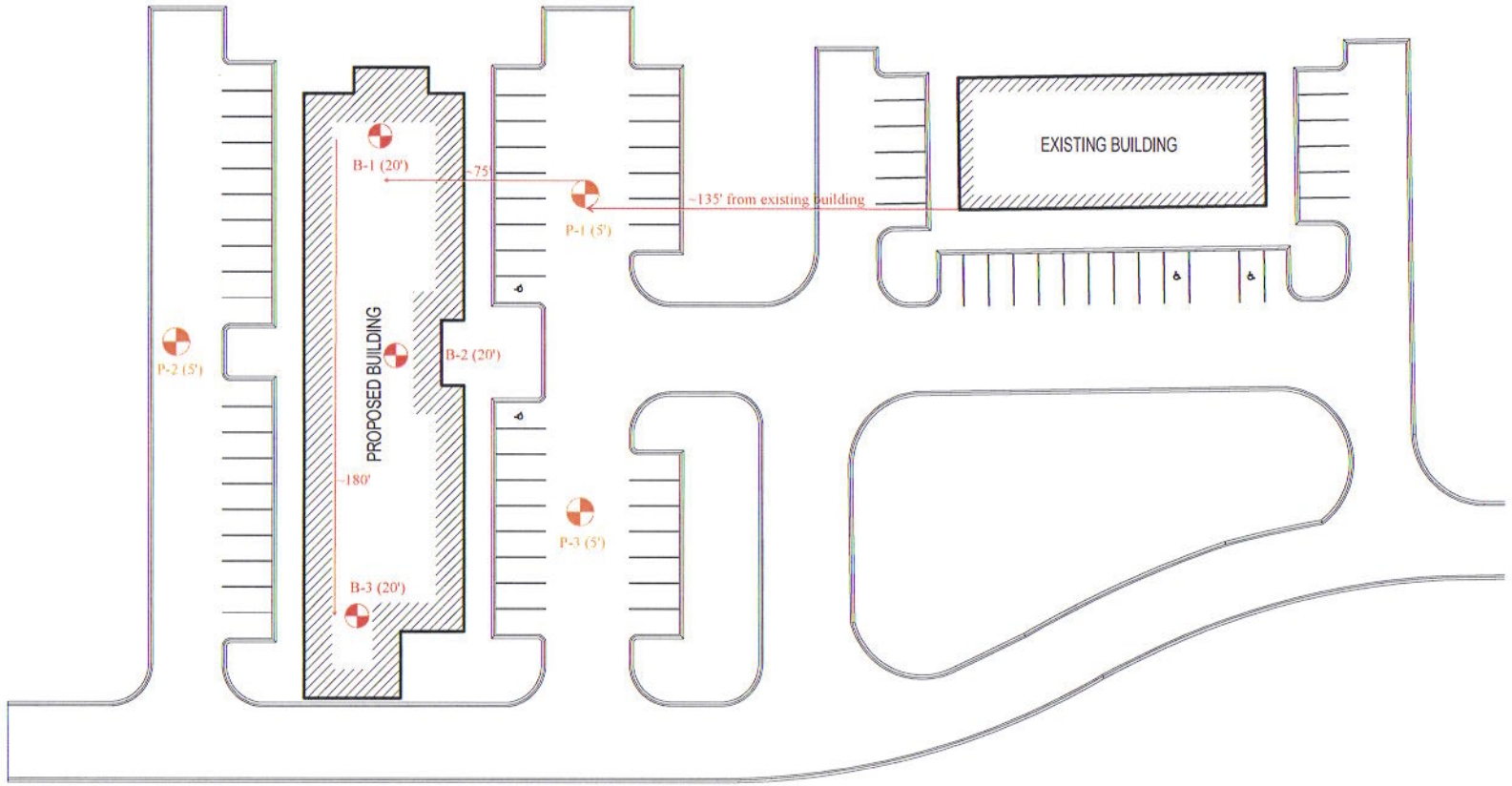
Hidalgo County Office Building - Pct. 4 Hidalgo County Pct. 4			MANHOURS					
			Senior Project Manager	Geotechnical Engineer	E.I.T.	Technician (CADD)	Admin/Clerical	Total
TASK								
	1	Bearing Capacity Analysis			1			1
	2	Estimated Settlement Analysis			1			1
	3	Potential Vertical Rise (PVR) Analysis			1			1
	4	Foundation Recommendations		1	2			3
	5	Value Engineering/ Construction Recommendations		1	2			3
	6	Geotechnical Report	1	2	12	2	1	18
	7	Meeting and Coordination	1					1
		Subtotal	**2**	**4**	**19**	**2**	**1**	**28**
Labor Hours			**2**	**4**	**19**	**2**	**1**	**28**
Contract Rates			$ 150.22	$ 150.22	$ 112.61	$ 45.07	$ 45.07	
Direct Salary Cost			$ 300.44	$ 600.88	$ 2,139.59	$ 90.14	$ 45.07	$ 3,176.12
Total Labor Costs			**$ 300.44**	**$ 600.88**	**$ 2,139.59**	**$ 90.14**	**$ 45.07**	**$ 3,176.12**

LINE ITEM EXPENSES

Printing Reproduction	$ 25.00	
Testing	$ 7,736.80	
Total Expenses	**$ 7,761.80**	
L&G Total Cost		**$ 10,937.92**

Attachment I
Geotechnical Field Services
Hidalgo County Office Building- Pct. 4
Prepared for Hidalgo County Pct. 4

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Project Engineer (Staff)		Hours			
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	**2**	**$ 45.07**	**$ 90.14**
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	**50**	**$ 0.490**	**$ 24.50**
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	**1**	**$ 418.18**	**$ 418.18**
B	Field Exploration					
	1. Soil Boring/Solid Stem w SPT Testing		Feet	**75**	**$ 29.28**	**$ 2,196.00**
	2. Texas Cone Penetration Tests		Ea.	**0**	**$ -**	**$ -**
	3. Field Logger / Engineering Tech		Hour	**10**	**$ 45.07**	**$ 450.70**
	4. 24 Hr. Water Level Observations		Hour	**2**	**$ 45.07**	**$ 90.14**
	5. Piezometers		Each	**0**	**$ -**	**$ -**
	6. Vehicle Charge (Support Vehicle)		Mile	**50**	**$ 1.57**	**$ 78.50**
	7. Vehicle Charge (Logger)		Mile	**100**	**$ 0.49**	**$ 49.00**
IV	**Engineering Data Analysis / Report**					
	1. Engineering Spec. (Soil Classification)		Hours	**4**	**$ 112.61**	**$ 450.44**
	2. Engineering Spec. (Logs)		Hours	**4**	**$ 112.61**	**$ 450.44**
	3. Moisture Content		Ea.	**27**	**$ 9.95**	**$ 268.65**
	4. Atterberg Limits		Ea.	**22**	**$ 75.05**	**$ 1,651.10**
	5. -200 Determination		Ea.	**22**	**$ 62.63**	**$ 1,377.86**
	6. Consolidation Tests		Ea.			**$ -**
	7. Unconfined Compression Testing		Ea.	**3**	**$ 47.05**	**$ 141.15**
	Project Total					**$ 7,736.80**



A1 SITE PLAN
1" = 20'-0"

ero architects
300 South 8th Street,
McAllen, Texas 78501
956.661.0400
www.eroarchitects.com

SCHEMATIC DESIGN

CONSULTANTS

PROJECT NAME: HIDALGO COUNTY PRECINCT 4 OFFICE BUILDING

PROJECT LOCATION: 2642 NORTH DOOLITTLE ROAD EDINBURG, TX 78542

PROJECT OWNER: HIDALGO COUNTY

No.	Description	Date

PROJECT NO. 11016
DRAWN BY SERGIO VELA
CHECKED BY D. IGLESIAS

SHEET TITLE: SITE PLAN

AS101

CC Approved on November 08, 2011

AGENDA
CC CONSENT
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
November 8, 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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

approved

2. **2011 Intradepartmental Transfers:**

A.	AI-29538	2011 - Co. Wide Adm. (1100)
B.	AI-29432	2011 - County Clerk (1100)
C.	AI-29526	2011 - County Clerk (1100)
D.	AI-29444	2011 - CCL #1 (1100)
E.	AI-29453	2011 - CCL #2 (1100)
F.	AI-29418	2011 - CCL #7 (1100)
G.	AI-29452	2011 - CCL #7 (1100)
H.	AI-29422	2011 - 139th District Court (1100)
I.	AI-29475	2011 - 370th District Court (1100)
J.	AI-29504	2011 - 430th District Court (1100)
K.	AI-29415	2011 - County Auditor's Office (1100)
L.	AI-29516	2011 - County Auditor's Office (1100)
M.	AI-29485	2011 - Treasurer's Office (1100)
N.	AI-29463	2011 - Purchasing (1100)

approved

CC Approved on Novemebr 08, 2011

A. AI-29515 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 $ 71,211.41 for the period of 10/16-31/2011 and requesting approval of wire transfer.

approved

B. AI-29421 1. Approval to transfer $598,742.39 to the Hidalgo County Claims Bank Account for Blue Cross Blue Shield Insurance Claims paid for period 10/15/2011 to 10/28/2011.

10/15-21/2011	$320,716.86
10/22-28/2011	$278,025.53
TOTAL	$598,742.39

2. Approval of wire transfer to cover claims paid.

approved

C. AI-29479 Pct #4 Drainage Improvement Project (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for Pct. #4 Drainage Improvement Project Labor Reimbursements.

approved

2. Approval of 2011 appropriation of funds into Precinct #4 Drainage Improvement Project (program 036) in the amount of $54,726.02 (Labor Reimbursements - June 2011).

9. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(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. AI-29512 Requesting authority to enter into a 12-month software renewal maintenance agreement with ESI Acquisition Inc. an awarded vendor through our membership/participation with (DIR) Department of Information Resource contract #DIR-SDD-822 for the following services requisition #204856. Effective dates below: (1-1100-441-00-340-003-0-336);

Software Maintenance	Effective	Annualy
Web EOC Professional V7 Software Support Silver Level	11/1/2011 - 10/31/2012	$7,965.00
Web EOC Redundant Server Software Support	11/1/2011 - 10/31/2012	$708.00

approved

B. AI-29520 Requesting authority to enter into a Regional Insertion Order Agreement and approval to execute required Regional Insertion Order Agreement with National CineMedia for the Hidalgo County Health Department for On Screen Regional Segment Advertisement from 11/25/2011 - 12/29/2011 through the following requisition #205419 in the total amount of $1,475.00 (1-1293-441-00-340-012-2-540):

approved C. AI-29493 1. Requesting approval of Work Authorization No. 2 for ($ 10,937.92) from L&G Engineering for "Professional GEO Technical Services" in connection to Contract #C-11-185-07-19, for the "New Administration Offices/Building for Hidalgo County Precinct No. 4";

approved 1-3

2. Requesting approval of payment of Invoice#11323957 in the amount of ($40,790.00) submitted by L & G Consulting Engineers, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to Contract #C-11-234-09-13 (WA#1-PO#663995) for: "FM 1925 Project" within Hidalgo County Precinct No. 4;

3. Requesting approval of payment of Invoice#01.1011 OBWA1 in the amount of ($17,794.83) submitted by DOS LAND SURVEYING with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection contract #C-11-184-07-19-(PO# 663958) for "Surveying Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

D. AI-29488 **Texas DPS Highway Patrol:**
Requesting authority of alarm monitoring disconnection for the following locations with authority for County Judge or Court Member to execute pertinent forms.

Address	Account Number
2812 South International, Weslaco, TX 78596	1062
2812 South International, Weslaco, TX 78596	462094

approved

E. AI-29476 **139th District Court:**
Requesting authority to enter into a 36-month new copier (capital) lease for a WC5225 copier through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Xerox

approved

CC Approved on Novemebr 08, 2011

APPROVED

AI-29493
CC CONSENT
Meeting Date: 11/08/2011

9. C.

Submitted For: Martha L Salazar
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of Work Authorization No. 2 for ($ 10,937.92) from L&G Engineering for "Professional GEO Technical Services" in connection to Contract #C-11-185-07-19, for the "New Administration Offices/Building for Hidalgo County Precinct No. 4";

2. Requesting approval of payment of Invoice#11323957 in the amount of ($40,790.00) submitted by L & G Consulting Engineers, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to Contract #C-11-234-09-13 (WA#1-PO#663995) for: "FM 1925 Project" within Hidalgo County Precinct No. 4;

3. Requesting approval of payment of Invoice#01.1011 OBWA1 in the amount of ($17,794.83) submitted by DOS LAND SURVEYING with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection contract #C-11-184-07-19-(PO# 663958) for "Surveying Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

BACKGROUND

WA#2-L&G Eng (GEO TECH)-Pct 4 (New Admn/Off bldg)
Inv#1323957-L&G(FM 1925)
Inv#01.1011OBW1-DLS

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1342-431-00-124-075-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Item 1:
Amount available for requisition# 205366 as of 11-4-11 $10,937.92 for L & G Engineering Laboratory LLC.

Item 3:
Amount available for PO# 663958 as of 11-4-11 $17,999.42 for Dos Land Surveying.

FISCAL YEAR: 2011 ACCT. #: 1-1336-431-00-124-076-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Item 2:

Amount available (Sage) for PO# 663995 as of 11-4-11 $429,600 for L & G Consulting Engineers Inc.
Less: 24,310 Inv#11323943 AI# 28958 10-11-11
New PO balance $405,290

Attachments

WA#2-L&G Eng (GEO Tech Svc) New Admn Off-Pct 4
Memo-Request by Pct 4-WA#2
Contract#C-11-185-0-19-L&G Eng (GEO Tech)-Pct 4
Inv#11323957-L&G Eng (FM 1925)-Pct4
WA#1-L&G Eng-(FM 925)-Pct 4
Contract C-11-234-09-13-L&G Eng (FM 1925)-Pct 4
Inv#01.1011 OBWA1-DLS-Pct 4
Contract#C-11-184-07-19-DLS-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/04/2011 09:52 AM
Budget & Management	Merlen P. Munoz	11/04/2011 10:09 AM
Manuel Chapa	Manuel Chapa	11/04/2011 01:25 PM
Auditor's Office	Angela Garcia	11/04/2011 03:07 PM

Form Started By: Letty Saenz Started On: 11/02/2011 04:12 PM

Final Approval Date: 11/04/2011

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: DECEMBER 13, 2011
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. 01 & 02: CONTRACT #C-11-235-10-25

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICES **#01 & 02** IN THE AMOUNT OF **$4,375.00 & $4,375.00** FOR **PRODIGY CONSTRUCITON MANAGEMENT, LLC** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#666986,** ACCOUNT: **1-1342-431-00-124-075-0-720**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES
ATTACHMENTS: Inv. **#01 & 02**
P.O. **666986**

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
apalacios@prodigycompany.com

Office: (956)800-1122
Fax: (956) 800-4618

Invoice

Period Billed	Invoice #
11-01-2011 to 11-30-2011	01

Bill To:

Hidalgo County PCT 4
1051 Doolittle Rd.
Edinburg, TX 78542

Project Name: **Contract No: C-11-235-10-25 REQ: 00200617**

Hidalgo County: Design and Construction New Administration Building Hidalgo Precinct No 4

1-1342-431-00-124-075-0-720

P.O. No.	Vendor	Project
666986	388459	PCM-10-011

Estimated Project Total Cost: $1,500,000.00 @ 3.5% = $52,500.00

Payment Schedule: Attachment E

Period Billed	Monthly Draw	Paid to Date	Amount Balance	Invoice Amount DUE
1 Nov. 2011	$4,375.00			$4,375.00
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

1-1342-431-00-124-075-0-720
Pct. # 1/67
Pur Req. # 200617
PO # 666986

INVOICE RECEIVED BY: _____ on 12-13-11
GOODS/SERVICES RECEIVED BY: _____ on 12-13-11

HIDALGO COUNTY PCT. #4 EDINBURG TEXAS 78541 RECEIVED BY RUBALDO MUNOZ JR DEC 13 2011

CC Construction Management Service. Estimated cost based on 3.5% of 1.5M for the construction of New Adminstration Offices/Building for Hidalgo Precinct No 4.

Owner Authorized Signature Date

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
apalacios@prodigycompany.com

Office: (956)800-1122
Fax: (956) 800-4618

Invoice

Period Billed	Invoice #
12-01-2011 to 12-30-2011	02

Bill To:

Hidalgo County PCT 4
1051 Doolittle Rd.
Edinburg, TX 78542

Project Name: **Contract No: C-11-235-10-25 REQ: 00200617**

Hidalgo County: Design and Construction New Administration Building Hidalgo Precinct No 4

1-1342-431-00-124-075-0-720

P.O. No.	Vendor	Project
666986	388459	PCM-10-011

Estimated Project Total Cost: $1,500,000.00 @ 3.5% = $52,500.00

Payment Schedule: Attachment E

Status	Period Billed	Monthly Draw	Paid to Date	Amount Balance	Invoice Amount DUE
1 Pending	Nov. 2011	$4,375.00			$4,375.00
2	Dec. 2011	$4,375.00			$4,375.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

1-1342-431-00-124-075-0-720
Pct. # 1167
Pur. Req. # 200617 666986 AA BB
Inv. #

INVOICE RECEIVED BY: on 12-13-11
GOODS/SERVICES RECEIVED BY: on 12-13-11

HIDALGO COUNTY PCT #4 RECEIVED BY DEC 13 2011 RUMALDO MUNOZ JR. EDINBURG TEXAS

CC Construction Management Service. Estimated cost based on 3.5% of 1.5M for the construction of New Adminstration Offices/Building for Hidalgo Precinct No 4.

Owner Authorized Signature Date

Copy of original

Purchase Order

COUNTY OF HIDALGO

PO#: 666986

DATE: 11/23/11

VENDOR: 388459 REQ:00200617

FAX (956)971-0069 Email:

Phone:(956)821-8014

PRODIGY CONSTRUCTION MANAGEMENT, LLC
P.O. BOX 6592
MCALLEN TX 78502-6592

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

Contract No: C-11-235-10-25

Special Instructions:

PCT. REQ.# 1167

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER AS PER CONTRACT C-11-235-10-25 APPROVED CC OF 10/25/11 UNDER AGENDA AI-29159		
1	LOT	CC PROFESSIONAL CONSTRUCTION MANAGMENT SERVICES FOR THE DESIGN AND CONSTRUCTION OF NEW ADMINISTRAITON OFFICES / BUILDING FOR HIDALGO PRECINCT NO. 4 (ADMINISTRATIVE OFFICE, MAINTANCE FACILITY BUILDING AND STORAGE AND WAREHOUSE BUILDING) AS APPROVED COMMISSIONERS' COURT OF 10/25/2011 UNDER AGENDA ITEM AI-29159 CONTRACT C-11-235-10-25	52,500.00	52,500.00
		ARTICLE 4 COMPENSATION: 4.2 (a) The Basic Services Compensation shall be three and a half percent (3.5%) of the lesser of (1) Owner's final budget for the Project and (1) One Million Five Hundred Dollars ($1,500.00). Accordingly, the Basic Services Compensation will not exceed Fifty Two Thousand Five Hundred Dollars ($52,000.00) regardless of the final budget. REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		52,500.00
		********** For Hidalgo County use only		
		1-1342-431-00-124-075-0-720 52,500.00		

Authorized by: Martha L. Salazar MLS

C-11-235-10-25

AGREEMENT

FOR

CONSTRUCTION MANAGEMENT SERVICES
The Design and Construction of New Administration Offices/Building for Hidalgo Precinct No. 4

BETWEEN

PRODIGY CONSTRUCTION MANAGEMENT L.L.C.

AND

THE COUNTY OF HIDALGO, TEXAS

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Agreement for Construction Management Services
Between
The County Of Hidalgo, Texas
and
Prodigy Construction Management L.L.C

This AGREEMENT(the "Agreement") made this **25TH** day of **October, 2011** between the County of Hidalgo, Texas (the "Owner") and Prodigy Construction Management LLC (hereinafter "Construction Manager or PM") for Services in connection with the project known as **"The Design and Construction of New Administration Offices/Building for Hidalgo County Precinct No. 4"**.

ARTICLE I
DEFINITIONS

The following words and phrases appearing in initial capitalization shall for the purposes of this Agreement have the following meanings:

1.1 ADDITIONAL SERVICES. "Additional Services" means services not included in Basic Services, the performance of which by the Construction Manager is specifically approved in writing prior to the performance by the Construction Manager of such Service.

1.2 ADDITIONAL SERVICES AGREEMENTS. "Additional Services Agreements" means any written agreement signed by Owner and PM for the provision of Additional Services by PM for which PM will be paid Additional Services Compensation.

1.3 ADDITIONAL SERVICES COMPENSATION. "Additional Services Compensation" means the fees determined in accordance with Additional Service Agreements to be paid by the Owner to the Construction Manager in connection with the performance of Additional Services or on account of the occurrence of an event specified in Excusable Delays.

1.4 AGREEMENT. "Agreement" has the meaning set forth in the introductory paragraph.

1.5 AIA CONTRACT. "AIA Contract" means that certain AIA B101 2007 Agreement between Owner and ERO International LLP, d/b/a ERO Architects, made as of the 20th day of September, 2011, for architect's services for the Project, including the exhibits attached thereto, as such agreement may be amended from time to time.

1.6 BASIC SERVICES. "Basic Services" means (a) the services set forth in Attachment A and (b) each other service performed by or on behalf of the Construction Manager, even though such service is not included on Attachment A, which Service the Owner did not specifically approve in writing as an Additional Service in advance of performance of such Service.

1.7 BASIC SERVICES COMPENSATION. "Basic Services Compensation" means the lump sum fee designated in Article 4 to be paid by the Owner to the Construction Manager for the satisfactory performance of all of the Basic Services by the Construction Manager.

1.8 CONSTRUCTION CONTRACT DOCUMENTS. "Construction Contract Documents" means the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Owner-Contractor agreement, all of which shall be compatible with this Agreement.

1.9 CONSTRUCTION MANAGER. "Construction Manager" has the meaning set forth in the introductory paragraph.

1.10 CONTRACTOR. "Contractor" means any person or entity that enters into an agreement with the Owner to perform all or part of the construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" includes the authorized representative or a Contractor, but excludes the Construction Manager and the Design Consultant.

1.11 DESIGN CONSULTANT. "Design Consultant" means the architect designated pursuant to the AIA Contract, and any substitute selected by the Owner.

1.12 INDEMNITEES. "Indemnities" has the meaning set forth in Section 10.1.

1.13 INDEMNITORS. "Indemnitors" has the meaning set forth in Section 10.1.

1.14 LIABILITIES. "Liabilities" has the meaning set forth in Section 10.1.

1.15 OWNER. "Owner" has the meaning set forth in the introductory paragraph.

1.16 OWNER-CONTRACTOR AGREEMENT. "Owner-Contractor Agreement" means an agreement related to the Project between the Owner and a Contractor.

1.17 OWNER'S DESIGNEE. "Owner's Designee" means the Hidalgo County Commissioner's Court.

1.18 PM. "PM" has the meaning set forth in the introductory paragraph.

1.19 PROJECT. "Project" means the design and construction of new administration offices and buildings for Hidalgo County Precinct No. 4, which includes three separate buildings with the approximate square footage, set forth below:

Part of Project:	Approximate Square Footage:
Administrative Office	10,000
Maintenance Facility Building	5,000
Storage and Warehouse Building	6,000

1.20 PROJECT SCOPE. The "Project Scope" is the provision of construction management services for the Project.

1.21 REIMBURSABLE EXPENSES. "Reimbursable Expenses" has the meaning set forth in Section 7.4.

1.22 SERVICES. "Services" means the Basic Services and Additional Services.

1.23 WORK. The "Work" means the work to be performed by the PM hereunder, consisting of the Basic Services and the Additional Services and the work performed by the Design Consultant and the Contract.

ARTICLE 2
RELATIONSHIP OF THE PARTIES

2.1 REPRESENTATIVE OF OWNER. The Construction Manager shall act as the "Designated Representative" of the Owner under the AIA Contract in consultation with the Hidalgo County Commissioner's Court and Hidalgo County Precinct No. 4 as Designated Representative of the Owner as specified in the AIA Contract. Notwithstanding anything to the contrary contained herein, PM acknowledges and agrees that it does not have the authority to bind the Owner, including with respect to the AIA Contract or Owner-Contractor Agreements and that decisions affecting the cost, quality or design of the Project cannot be made by the PM without the prior written agreement from the Commissioner's Court. All matters requiring decision will be submitted by the Construction Manager to the Commissioner's Court for their decision.

2.2 STANDARD OF CARE. The Construction Manager will serve as a fiduciary of the Owner and will represent the best interest of the Owner and the utmost good faith, honesty and fairness as required by statute. The Construction Manager covenants with the Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of construction management practice in the same or similar locality and in accordance with the federal, state and local laws, regulations and Owner's policies which are applicable to the performance of the Services and which are in effect on the date of this Agreement or as may be amended during the term thereof. The Construction Manager shall not be regarded as a guarantor with respect to any work product provided hereunder. Construction Manager's warranty for its Services begins on the date specified in the certificate of substantial completion of the Project, and extends for a period of twelve months thereafter. In the event there is a defect in the Construction Manager's Services and such defect is reported by Owner, in writing, within the above warranty period, Construction Manager shall promptly take appropriate action to remedy the defect and furnish at no cost to Owner all Services required in connection therewith.

2.3 In providing Services, the Construction Manager shall maintain a work relationship with the Contractor and Design Consultant on behalf of the Owner. However, nothing in this Agreement shall be construed to mean that the Construction Manager supplants or assumes any of the Contractor's or the Design Consultant's contractual or customarily assumed responsibilities unless expressly provided herein or in an Additional Services Agreement. The Construction Manager will use its best efforts to monitor the Work in accordance with the Scope of Services set forth in Attachment A and provide written reports to Owner of any inadequacies observed. Subject to this requirement, the Construction Manager shall not be responsible for construction means, methods, sequences or procedures utilized by the Contractor or the Contractor's breach of contract; or Contractor's failure to carry out safety or security in connection with the Project (unless otherwise specified as a Basic Service); acts or omissions of the Design Consultant; or adequacy or accuracy of any part or all of the Project design.

2.4 Both parties to this Agreement recognize that performance under the agreement(s) between the Owner and the Contractor, the Owner and the Design Consultant, or Owner and any third party is solely the responsibility of the individual Contractor, Design Consultant, or third party; consequently, nothing in this Agreement shall be construed to mean that said performance or lack thereof by Owner, Contractor and/or Design Consultant, or any third party, is in any way to be considered the responsibility of the Construction Manager. The Construction Manager shall, however, promptly notify the Owner of any issues with such parties performance of which the Construction Manager becomes aware.

2.5 SUBSTITUTION OF PERSONNEL. The Construction Manager and the Owner shall each respectively reserve the right to substitute duly qualified personnel for the purpose of carrying out their respective responsibilities under this Agreement; provided, however, that in the event of any such substitution by the Construction Manager, the Owner shall have the right to approve any such substitute.

ARTICLE 3
BASIC SERVICES

3.1 The Construction Manager shall perform all of the Basic Services set forth in Attachment A. The Basic Services shall be performed under and in accordance with this Agreement and the Construction Contract Documents.

ARTICLE 4
COMPENSATION

4.1 BASIC SERVICES COMPENSATION. The Owner shall pay the Construction Manager Basic Services Compensation in accordance with the terms and conditions of this Agreement as follows:

4.2 (a) The Basic Services Compensation shall be three and a half percent **(3.5%)** of the lesser of (1) Owner's final budget for the Project and (2) One Million Five Hundred Dollars ($1,500.000.00). Accordingly, the Basic Services Compensation will not exceed Fifty Two Thousand Five Hundred Dollars **($52,500.00)** regardless of the final budget.

(b) The projected schedule for payment of the Basic Services Compensation is set forth in Attachment E. The parties acknowledge that if the Work is performed more slowly than currently anticipated, the schedule will be revised to provide for equal monthly payments over the duration of the project timeline as established by the Owner. At the satisfactory completion of the all Basic Services, the total payments paid to the Construction Manager shall equal the Basic Services Compensation. No payment shall be due prior to receipt of the applicable invoice pursuant to section 4.3 below.

(c) The Owner reserves the right to add other work to the Scope of Services of the Construction Manager hereunder, and adjust the fees of this Agreement by a reasonable amount, which shall be agreed to in written by the Owner and the Construction Manager.

4.3 INVOICES. No more than monthly, the Construction Manager shall submit invoices to the Owner, to the attention of the Owner's Designee, for payment of the

Basic Services Compensation and any approved Additional Services. The Owner shall notify the Construction Manager of any dispute related to the invoice.

4.4 PAYMENTS WITHHELD. There are no monies related to retainage under this contract with the Construction Managers Services.

4.5 PAYMENT. The Owner shall pay all undisputed amounts and invoices to Construction Manager pursuant to this Agreement within 30 days after receipt of the invoice.

4.6 CONDITIONS FOR BASIC SERVICES COMPENSATION. The general Project Scope is described in this Agreement. So long as there is no deviation in the Project Scope, the Basic Service fee shall not change. If there is a deviation that results in an increase in the final cost of construction, the Basic Services Compensation shall increase in accordance with Section 4.1(a), subject to the prior written agreement of the Owner thereto.

4.7 EXPENSES. The Construction Manager's monthly invoice shall include a portion of the Construction Managers expense items that are payable by the Owner as set forth in Attachment D that were incurred by the Construction Manager on the Owner's behalf. Items provided by Owner at no expense to the Construction Manager are referenced in Attachment D as provided "By Owner". The Construction Manager acknowledges and agrees that any such expenses payable by Owner must be included in the construction budget and are subject to Owner's prior written approval before the Construction Manager incurs any such expense.

4.8 ADDITIONAL SERVICES COMPENSATION. Additional Services Compensation shall be determined and paid in accordance with the provisions of Attachment B.

4.9 SUSPENSION OF SERVICES. In the event any undisputed invoice submitted by the Construction Manager for Services rendered is not paid within 60 days after receipt of the invoice, the Construction Manager shall have the right to cease or suspend all performance required under this Agreement until all outstanding undisputed invoices from the Construction Manager to the Owner are paid in full. Notwithstanding anything herein to the contrary, suspension of Services by the Construction Manager shall not be deemed a breach of this Agreement in whole or in part or the fault of the Construction Manager.

If the Construction Manager ceases or suspends performance for non-payment under this Agreement, the Construction Manager shall not be liable to the Owner for any increase in construction or other costs, for delay in the time for completion of the

Program, or for any other adverse consequences, claims, liabilities or expenses (including without limitation reasonable attorney's fees and court costs) which may arise due to the exercise of this right to cease or suspend performance.

In the event of suspension of Services under this Agreement, the duration of Services and Phases shall be extended by a period of time corresponding with the period for which Services were suspended.

ARTICLE 5
DURATION OF BASIC SERVICES

5.1 TOTAL DURATION OF BASIC SERVICES. The duration of Basic Services under this Agreement shall begin as of the date this Agreement is executed by all parties. It is currently anticipated that the Services will be completed in ten (10) to twelve (12) months from the execution of the Contract between the Owner and the Design Consultant for the project. The parties acknowledge that this estimate may change based on subsequent revision to the project timeline. If design delays, construction delays, or other factors beyond the control of the Construction Manager cause the duration of the Project to extend beyond the anticipated duration shown in the Project timeline, the staffing required for the extended duration will be considered as an Additional Service, subject to the following limitation: Additional Services Compensation will only be due to the PM with the prior written agreement of the Owner and only to the extent the late completion of the Work is not the fault of the PM and is instead the fault of the architect or general contractor.

5.2 The duration of the Basic Services set forth in this Agreement shall be extended as required in accordance with amendments to this Agreement signed by the parties hereto in the event of any suspension, delay or interruption of the Services or the Work on the Project pursuant to the Project time line.

ARTICLE 6
OWNER'S RESPONSIBILITIES

6.1 OWNER'S DECISIONS. The Owner shall examine information submitted by the Construction Manager and shall render decisions pertaining thereto promptly, in order to avoid delay in the progress of the Work and Services The Construction Manager acknowledges that the Owner is a political subdivision of the state of Texas, subject to statutory requirements concerning when and how it may meet and act.

6.2 INFORMATION, SURVEYS, REPORTS. The Owner, after notice from the Design Consultant, shall furnish or obtain site information, soil and surveyor services, and

structural, mechanical, chemical, electrical, conductivity and other laboratory tests, inspections and reports as deemed necessary by the Owner. The Construction Manager shall be entitled to relay upon accuracy and completeness of information, surveys, tests, and reports furnished by the Owner, its Design Consultant, other consultants of the Owner and the Contractor; provided, however, that the Construction Manager shall promptly notify the Owner of any inaccuracies or lack of completeness of which it becomes aware.

6.3 NOTICE OF FAULT OR DEFECT. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Construction Contract Documents prompt written notice thereof shall be given to the Construction Manager to resolve with the responsible party. The Construction Manager will notify the Owner of any such fault or defect of which it becomes aware and shall resolve such issues with the responsible party.

6.4 OWNER INFORMATION AND APPROVALS. The Owner shall furnish required information and approvals for orderly progress of the Work. If the Construction Manager knows of a particular item on which a decision, information or approval is needed from the Owner, Construction Manager shall notify the Owner of that need in writing.

6.5 DESIGN CONSULTANT AGREEMENT. The Owner has retained and contracted separately with the Design Consultant through the AIA Contract. The Construction Manager shall promptly notify the Owner of any irreconcilable inconsistency between the AIA Contract and this Agreement.

6.6 BUDGET. The Project budget shall be established by the Owner.

6.7 CONTRACTOR AGREEMENT. The Owner shall contract separately with Contractor(s) for the construction of the Project. The Owner shall cause all Agreements between the Owner and Contractors to be compatible and consistent with this Agreement, and such agreements shall recognize the Construction Manager as the Owner's agent, subject to the limitations on the Construction Manager's authority as set forth herein, in providing the Services under this Agreement. In addition to other provisions which require the Contractor to complete the Project within the time and contract amount stated in such Agreements.

6.8 CONSTRUCTION CONTRACT DOCUMENTS. Sufficient copies of Construction Contract Documents shall be furnished to the Construction Manager by the Owner by the Owner's expense.

6.9 PERMITS AND LICENSES. The Construction Manager shall not be obligated to pay for any necessary permits, license, fees, approvals, easements, assessments, re-inspect, plan review and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, or new facilities unless included in an Additional Services Agreement.

6.10 PROJECT COMMUNICATION. The Owner shall direct the Design Consultant(s) and General Contractors to deliver a copy of all Project information or communication to the Construction Manager.

6.11 The Owner's Designee shall act in the Owner's behalf with respect to the Project. The Owner shall make representatives reasonably available during regular working hours as reasonably necessary to examine information submitted by Construction Manager; it being understood that only Commissioner's Court may render decisions. Owner shall cause its representatives to furnish information in a reasonably timely manner. *Construction Manager acknowledges that the Owner is a public body and decisions of the Owner can only be made by the Commissioner's Court, and agrees this provision does not require the Owner's representative to make decisions, which are reserved for the Commissioner's Court.*

6.12 CONSTRUCTION MANAGER FIELD OFFICE (not applicable).

6.13 Additional Disclosures: Owner has disclosed to PM (1) the Project budget (2) the Project timeline and (3) the Project Scope, and will keep the PM apprised of any material changes thereto.

6.14 Document Control License: The Owner may subscribe for the usage of a document control license through Prodigy Construction Management, as per Attachment D, through an Additional Services Agreement. PM acknowledges that the Owner does not currently intend to subscribe for any such license.

ARTICLE 7
CHANGES IN SERVICE AND PROJECT

7.1 CHANGES WITHIN THE GENERAL SCOPE OF PROJECT. The Owner reserves the right to modify, by addition or reduction, the scope and duration of the Project. PM acknowledges that change orders to the construction contracts, additional services under the design contracts, and changes in the general Project which do not result in a substantial deviation in the Project Scope are to be expected, and do not result in changes to the Basic Services Compensation hereunder. When there is a substantial

deviation from the Project Scope from that shown on Section 1.1, it may result in an increase or decrease in Basic Services Compensation as provided in Section 4.1

7.2 EXTENSION OF DURATION OF BASIC SERVICES AND PHASES; ADDITIONAL SERVICES. Should a substantial extension of the Project timeline occur through no fault of the Construction Manager, which extension is not expected to result in an increase in the Basic Services Compensation, the parties shall negotiate in advance concerning whether entry into an Additional Services Agreement to provide for Additional Services Compensation for the Construction Manager for the performance by the Construction Manager of Additional Services.

7.3 ADDITIONAL SERVICES COMPENSATION. The amount of Additional Services Compensation to be paid to the Construction Manager with respect to Additional Services shall be set forth in an advance in a written ADDITIONAL SERVICES AGREEMENT executed by the Owner and the Construction Manager. In the event an Additional Services Agreement is entered into by the Owner and Construction Manager without specifying the Additional Services Compensation to be paid with respect thereto, the Additional Services Compensation shall be determined on a time-spent basis calculated by multiplying the number of hours spent on performing the Additional services times the applicable Hourly Billing Rate for the personnel set forth on Attachment A plus Reimbursable Expenses pursuant to Attachment B.

7.4 REIMBURSABLE EXPENSES. In connection with Additional Services, "Reimbursable Expenses' are those actual expenditures made by the Project Management, its employees, or its professional consultants, directly as a result of performance of Additional Services and which are expressly set forth as Reimbursable Expenses on the related Additional Services Agreement. No reimbursable expenses shall be chargeable to the Owner unless such costs are specifically agreed in writing between Owner and the Construction Manager prior to performance of Additional Services.

7.5 PROFESSIONAL CONSULTANTS. Cost of professional consultants retained by the Construction Manager with regard to such Additional Services shall be invoiced to the Owner without a surcharge. No professional consultant charges are chargeable unless specifically agreed to in writing in the related Additional Services Agreement by Owner prior to performance of any Additional Services.

7.6 PAYMENT FOR SERVICES UNDER THIS ARTICLE. The Construction Manager shall submit invoices for the Additional Services Compensation, reimbursable Expenses, and professional consultant's costs to the extent each is allowed in accordance with the terms of this Agreement, which shall be paid pursuant to the provisions of Attachment B of this Agreement.

ARTICLE 8
NOTICES

8.1 NOTICES. Any notice required by this Agreement to either party by the other shall be in writing and deemed given when delivered personally or five days after deposit in the United States Post Office, as postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

Owner:	County of Hidalgo
Attn:	Hidalgo County Judge
Address:	1615 S. Closner, Ste. J
City, State & Zip:	Edinburg, Texas 78539-3523
Company:	Prodigy Construction Management L.L.C.
Construction Manager:	S. Alex Palacios
Address:	4409 N. 22nd
City, State & Zip:	McAllen, Texas 78504
Telephone:	(956) 821-8014 cell

ARTICLE 9
INSURANCE

9.1 CONSTRUCTION MANAGER INSURANCE. The Construction Manager shall purchase and maintain for the duration of this Agreement insurance for protection from (a) claims under worker's compensation acts in at least the minimum statutory amounts as listed below and (b) claims resulting from negligent acts for which the Construction Manager is legally liable arising from (i) claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or any other person and (ii) claims for damages because of injury to or destruction of tangible personal property equivalent protection acceptable to Owner.

1. Worker's Compensation
   1. State Statutory
   2. Employer's Liability; $100,000 Each Occurrence

2. Automobile Liability
   1.) Bodily Injury
      a. Each Person, $500,000
      b. Each Occurrence, $500,000
   2) Property Damage

	a. Each Occurrence,	$300,000
	b. Each Occurrence,	$300,000
3.	General Liability	$1,000,000 Each Occurrence

ARTICLE 10
INDEMNIFICATION

10.1 INDEMNIFICATION. To the fullest extent permitted by applicable law, the Construction Manager and its agents, partners, sub-contractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend, and hold harmless the Owner and the Owner's elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, cause of action, suits, judgments and expenses, including attorney fees and expenses, of any nature, kind or description (collectively "Liabilities") whatsoever arising out of, caused by or resulting from the performance of the Construction Manager's Services or through activities or any negligent act or omission of the Indemnitors or any of their agents, partners, subcontractors and/or consultants performed under this Agreement, or from any breach of this Agreement by any of the Indemnitors.

10.2 ACTS AND OMISSIONS. The Construction Manager shall not be responsible for any portion of the Liability proximately caused by the Owner's or an unrelated third party's acts or omissions. Nothing in this paragraph shall be constructed to excuse the Construction Manager from liability for its or the other Indemnitors own acts or omissions. Owner agrees that in new contracts for the Project with engineers, contractors, sub-contractors, and suppliers that the Owner will use reasonable efforts to obtain in such agreements obligations for the other party thereto to defend and indemnify Construction Manager against such other party's acts and to add Construction Manager as an additional insured to each such party's insurance policies, in the same manner and the same form, if any, that the Owner requires for itself from such parties.

10.3 EXCUSABLE DELAY. The Construction Manager and the Owner shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable control and or without their fault or negligence, including but not limited to any of the following events or occurrences; fire, flood, earthquake, epidemic, hurricanes, archaeological finds, war and strikes.

10.4 SURVIVAL OF INDEMNITIES. Indemnity hereunder shall survive expiration or termination of this Agreement.

ARTICLE 11
TERMINATION AND SUSPENSION

11.1 TERMINATION. This Agreement may be terminated by Owner without cause upon 30 days written notice to the Construction Manager.

11.2 This Agreement may be terminated by either party with cause hereto upon seven (7) days written notice and a reasonable opportunity to cure (which shall be deemed to be such seven (7) day period unless the parties otherwise agree in writing), should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party, or if the Project in whole or substantial part is abandoned or stopped for a period of sixty (60) or more days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making material unavailable, provided that if the Project Scope as a whole is terminated as a time when one or more sub-project if required to do so by the Owner.

11.3 In the event of a termination under 11.1 or 11.2, the Construction Manager shall be paid only any Basic Services Compensation and Additional Services Compensation for Services performed to the date of termination or abandonment, including any expenses and services of professional consultants then due and payable under this Agreement.

11.4 SUSPENSION. The Owner may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work on the Project for sixty (60) day period for the convenience of the Owner, or because of events beyond the control of the Owner or the Construction Manager.

11.5 In the event the Work on the Project is suspended, delayed or interrupted pursuant to section 11.14 , the parties may agree to Additional Services Compensation pursuant to section 7.2 above, and in the event such agreement is reached, unless otherwise set forth in the applicable Additional Services Agreement, the terms shall be as follow: for the first twenty (20) work days of such suspension, delay or interruption Owner shall compensate the Construction Manager on a time spent basis deemed to consist of eight hours a day for each of the Construction Manager's site and office personnel exclusive involved in the Project immediately prior to such suspension, delay or interruption and who are both are not reassigned to other projects and remain in the full-time employment of the Construction Manager, multiplied by the applicable hourly rate for such personnel set forth on Attachment A, plus Reimbursable Expenses pursuant to Attachment B. Construction Manager will not receive compensation according to the fee schedule set out in Attachment E during such suspension period. Such amounts shall be invoiced to the Owner and paid by the Owner pursuant to the provisions of Article 4

of the Agreement. Any time after the sixty (60) day suspension period, Construction Manager may, at its sole option elect to terminate this Agreement or remobilize on the Project and resume the Services. The Construction Manager shall restore construction site personnel and office personnel to its former size as quickly as is reasonable feasible upon its election to remobilize.

11.6 SUSPENSION OF WORK WHERE ASBESTOS OR OTHER TOXIC OR HAZARDOUS MATERIAL IS FOUND.

The Construction Manager and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at a Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

In the event the Construction Manager or any Contractor encounters on the Project site material reasonably believed to be asbestos, PCB or any toxic or material which has not been rendered harmless and which is not part of the Work to be performed by the Contractor on the Project, the Construction Manager shall immediately stop Work in the affected area and report the condition to the Owner in writing. The Work in the affected area shall not thereafter resume except by written agreement of the Owner and the Construction Manager if in fact the material is asbestos, PCB or any toxic or hazardous material and has not been rendered harmless. The Work in the affected area shall resume in the absence of asbestos, PCB or any other toxic or hazardous material, or when it has been rendered harmless, by written agreement of the Owner and Construction Management.

The Owner shall not require the Construction Manager without its consent to perform any Services related to asbestos, PCB or any other toxic or hazardous material.

In the event of any suspension, delay or interruption of any or all the Work on the Project pursuant to this section, the time for the completion of Basic Services shall be extended by a period of time corresponding to the impact such suspension has in the completion of all the Work of the Project covered by this Agreement, and the Construction Manager may be entitled to receive Additional Services Compensation in accordance with Section 7.2.

11.7 EFFECT OF DELAY OR SUSPENSION. A suspension, delay or interruption of the Work on the Project shall not terminate nor void this Agreement.

ARTICLE 12
SUCCESSORS/ASSIGNMENT/THIRD PARTIES

12.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees and personal representatives of the Owner, as well as the permitted assigns of Construction Manager.

12.2 ASSIGNMENT. Neither the Owner nor the Construction Manager shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other, except that the Construction Manager may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

12.3 THIRD PARTIES. This Agreement is not intended to create nor shall it be construed as creating any contractual relationship or obligations between the Construction Manager and any other third party, including but not limited to the Design Consultant and the Contractor. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefit of any third party.

ARTICLE 13
CERTIFICATES FOR PAYMENT TO THE CONTRACTOR

Based upon observations at the site and upon the Contractor's applications for payment, the Construction Manager, within 14 days of receipt of the Contractor's application for payment (or such shorter period as reasonably required due to the requirements of the related Owner-Contractor Agreement) shall determine the amount owing to each Contractor pursuant to the terms of the respective Owner-Contractor Agreement, and shall issue certificates for payment to the Contractor in such amount. The Construction Manager shall consult with the Design Consultant in the determination of the amount due to the Contractor. The Construction Manager and the Design Consultant shall sign the certificates for payment prior to the time they are transmitted to the Owner by the Construction Manager. The signing of a certificate for payment by the Construction Manager shall constitute representation by the Construction Manager to the Owner based on the Construction Manager's observations at the site pursuant to this Agreement, the data comprising the application for payment, and information supplied by the Design Consultant, that the Work has progressed to the point indicated, and that after due inquiry to the best of the Construction Manager's knowledge, information and belief, the quality of the Work appears to be in accordance with the Construction Contract Documents (subject to an evaluation of the Work for conformance with the Construction Contract Documents upon Substantial Completion, the results of any subsequent test required or performed under the Construction

Contract Documents, minor deviations from the Construction Contract Documents correctable without cost to Owner prior to completion, and any specific qualifications stated in the certificate for payment) and the respective Owner-Contractor Agreement, and that the Contractor is entitled to payment in the amount certified. However, by signing a certificate for payment, the Construction Manager shall not hereby be deemed to represent that the Construction Manager has made exhaustive or continuous on-site inspections to check the quality of the work or that Construction Manager has reviewed the construction means, methods, techniques, sequences or procedures, or that the Construction Manager has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the construction contract sum.

ARTICLE 14
ADDITIONAL PROVISIONS

14.1 MEDIATION. Resolution of any dispute arising under this Agreement between the Owner and Contractor may first be attempted by submitting the dispute to non-binding mediation. The dispute may be submitted to non-binding mediation upon the written demand of either party with the consent of the other party. The non-binding mediation shall be held in Hidalgo County, Texas, at a location agreed to by the parties. The mediator shall be selected by agreement within twenty (20) calendar days from the date the demand for mediation is received by the other party, and absent such agreement, mediation shall not occur. Thereafter, the mediation shall be held at the selected designation within thirty (30) calendar days. The party demanding the mediation shall be responsible for payment of the mediator's fee and associated costs. Mediation of any dispute shall not be a condition precedent to filing a lawsuit, including seeking a mandatory or prohibitive injunction, or equitable relief from any court of competent jurisdiction to enforce or maintain the status quo pending mediation of any dispute.

14.2 ARBITRATION. It was the express of the parties hereto to delete any and all provisions regarding, in any form, or rules pertaining to Arbitration.

14.3 CONFIDENTIALITY. In order for the Construction Manager to effectively provide the Services required under this Agreement, it may be necessary or desirable for the Owner to disclose to the Construction Manager confidential and proprietary information and trade secrets pertaining to the Owner's past, present, or future activities. The Construction Manager hereby agrees to treat information which has been designated to the Construction Manager by the Owner in writing as being confidential and proprietary information or trade secrets in confidential manner. The Construction Manager further agrees that it will not disclose any such information so designated to anyone outside of the Owner at any time. The terms of this Article shall not apply to (a) information which at the time of disclosure is in the public domain or which subsequent to disclosure enters the public domain except by breach of this Agreement by

Construction Manager, (b) information which Construction Manager can show by competent proof was in its possession prior to Owner's disclosure of such information to Construction Manager, or (c) information which Construction Manager received from third parties in the absence of a confidentiality agreement thereon.

14.4 DOCUMENTS AND RECORDS. Upon termination or expiration of this Agreement, the Construction Manager shall, upon written request from the Owner, return to the Owner all documents and records provided by the Owner that are in the Construction Manager's possession or control and shall deliver all Project files maintained by the Construction Manager for the Project. However, the Construction Manager shall be allowed to make copies of all such documents, records, information and material.

14.5 Construction Manager's liability arising in any way out of the provision of Services under this Agreement shall be limited to and in no event shall exceed the limits of the General Liability coverage, regardless of the cause, including the fault, breach of contract, tort, strict liability or otherwise of Construction Manager.

14.6 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas. Venue of any dispute shall be in Hidalgo County Texas.

14.7 ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. No part of the proposal for this work from the Construction Manager is part of this Agreement.

14.8 MODIFICATION OF AGREEMENT. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

14.9 SEVERABILITY. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity , illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14.10 CALENDAR DAYS. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

14.11 HEADINGS. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

14.12 INTERPRETATION OF CERTAIN WORDS. For the purposes of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

14.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, which shall constitute one and the same instrument.

14.14 CONFLICT AMONG CONTRACTORS. In the event of any conflict between the terms and provisions of this Agreement and the AIA Contract and/or the Owner-Contractor Agreement, the Owner shall determine the order of priority of the terms and provisions of the various agreements.

14.15 NON-DISCRIMINATION. By the signing of this Agreement, the Construction Manager certifies that it complies with all applicable laws concerning equal opportunity and non-discrimination and that it does not maintain or provide for its employees to perform their services at any location, under its control, where segregated facilities are maintain.

14.16 E.E.O.C. AFFIDAVIT. The Construction Manager and all of its consultants agree to submit to the Owner, prior to performance of any Services, an affidavit in the form prescribed at Attachment C.

14.17 Construction Manager will conduct its business on this Agreement in accordance with all Minority and Women Business Enterprises policies of the Owner as of the date of the Contract, and as amended during the course of the Work for work going forward from the time of any amendment.

14.18 COMMITMENT OF CURRENT REVENUES ONLY. In the event that, during the term, hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Owner 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 the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURE PAGE FOLLOWS]

This Agreement executed the day and year first written above.

Owner:
The County of Hidalgo

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court RD
on 10/25/11

Project Manager:
Prodigy Construction Management LLC

By: _____ 11·3·2011
Alex Palacios - Principal
Prodigy Construction Management LLC

Attest:

By: _____
Arturo Guajardo Jr., County Clerk

Approved as to form:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

ATTACHMENT A
SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT

Construction Manager LLC Services are listed below.

I. PROJECT PLANNING AND MANAGEMENT

a) Construction Manager Implementation Plan: PM will work with Owner to prepare a comprehensive Construction Manager Implementation Plan, which will include:

- Identification of the Owner's overall objectives.
- Project policies necessary to manage to the desired outcome.
- Overall Master Project Schedule including the phasing, sequencing and packaging of design, consulting, equipment or construction contracts so that the work meets the capacity of the design and construction community.
- Overall Project Budget including both soft and hard costs.
- Procurement techniques and forms of contract that can be utilized for the delivery of the Project.
- Project Organization Chart including integration of Construction Manager Services with other related services including design services, FF&E procurement and installation (if necessary), operations & maintenance, technology design and installation, etc.

b) Construction Manager Procedures: Construction Manager will prepare Construction Manager Procedures that:

- Establishes procedures for communication among the Project participants.
- Describes roles and responsibilities for all of the key players in the Project participants.
- Presents administrative procedures for pre-design, design, procurement, construction and post construction services
- Are aligned with Owner goals.

c) Architect-Engineer Selection (PARAGRAPH DELETED)

d) Information and Control System: Construction Manager will establish and implement a Construction Manager information and control system for expediting and processing requests for information; shop drawings, material, equipment, and sample submittals,; contract adjustments; change orders; payment requests and the maintenance of logs.

e) Project Budgeting and Cost Management: Construction Manager will prepare a Conceptual Project Budget based on information from Owner. The Project Budget will identify all sources of potential funding, and will account for all Project expenses.

Construction Manager will develop and implement an effective system to assist Owner in the management of Project costs. In developing and implementing this system, Construction Manager will collect budget information for the Project related soft and hard costs, including design costs, construction costs and other related costs; recommend adjustments as necessary and provide input to Construction Manager's computerized cost reporting system. Cost reports will be updated monthly as commitments are made and costs are incurred and incorporated into the monthly report. Any budget adjustments must be approved by the Owner in writing. Construction Manager will record documentation of the change, and transfer of funds.

f) Master Project Schedule: Construction Manager will, working with other Project participants, prepare an overall "Master Project Schedule" showing duration and precedence for major design, bidding, construction and occupancy activities; establishing the overall duration of the Project and identifying those activities that are most critical. Owner's occupancy requirements will be incorporated into the Project Schedule. Construction Manager will update the Project Schedule on a regular basis indicating current status of activities, expanding the level of detail and status as the Project progresses. If significant variance from planned activities occurs, review the recovery plans and/or acceleration plans. Construction Manager work-plan and staffing is based on completion dates of projects in the master Schedule. Schedule extensions beyond original dates will be additional services.

g) Commissioning Services

Limited scope MEP Services:

- Assist the Owner with development and design facilities standards and design guidelines related to MEP Commission requirement.
- Review Contractor's building Commissioning and turnover Plan.
- Develop plan for furnishing procurement and building turnover.
- Review the results of the HVAC Test and Balance for compliance with construction contract requirements.
- Oversee turnover of all certification documentation and submittals proper agencies on behalf of Owner.
- Coordinate training of facility maintenance staff for familiarization with all systems.

h) Project-Wide Progress Meetings: Construction Manager will attend regularly scheduled meetings with Owner for the purpose of reviewing overall progress as

measured against the Construction Manager implementation Plan. Major issues affecting the progress of the Project will be identified, monitored, and reported by Construction Manager. Construction Manager will issue meeting minutes. Such meeting minutes will include the statue of major issues discussed and will prescribe recommended actions required by team members.

l) Project-Wide Progress Reports: Construction Manager will produce a periodic Project report that will include at a minimum: an executive summary narrative, cost status report, schedule status report, key issues & concerns, major variances to the Construction Manager strategy along with recovery action plans and identification of major activities to be accomplished in the following period.

m) Project Guidelines and Standards: Construction Manager will work with the Owner to identify, collect, develop and distribute to the Design Consultant and Owner's staff the Owner's Project guidelines. In preparing these guidelines consideration will be given to equality in Project scope. Construction Manager will assist the Owner in the prioritization of Project and space needs.

n) Construction Contract Agreements: Construction Manager will review contract documents and associated general conditions, special conditions and other related documents for the Project.

Construction Manager will recommend to the Design Consultant contractual language for inclusion in the Construction Documents that will require submittal performance by the Contractor that will support effective cost, schedule and quality control.

Construction Manager will verify that the requirements are included in construction contract documents.

o) Davis Bacon Act: Construction Manager will assist and ensure general contractor in the enforcement of the Davis Bacon Act compliance.

II PRE-DESIGN AND DESIGN PHASE SERVICES

a) Design Consultant Coordination and Management: Construction Manager will assist the Owner with managing each Design Consultant directly and will provide overall coordination, administration, management, and technical support services during the design, procurement and construction phases of work.

Construction Manager will:

- Monitor performance of each design Consultant.
- Review Design Consultant applications for payment and/or claims for additional services and provide an analysis and recommendation of action

to the Owner

- Review and manage approved re-design activities
- Assist the Owner in determining design submittal requirements at schematic design, design development and construction document phase of design.

b) Budget Review and Cost of Work: Construction Manager will review cost estimates of the design at each design development milestone submittal. Construction Manager will recommend bid alternates as a means of cost control if needed.

Construction Manager's cost estimate review will represent Construction Manager's best judgment as a Construction Manager familiar with the construction industry. It is recognized, however, that neither Construction Manager nor Owner has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices or other competitive bidding or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that available prices will not vary from the Project Budget proposal established and approved by Owner, or from any cost evaluation or report prepared by Construction Manager. Construction Manager acknowledges that Owner retains all approval over bids and that Construction Manager does not have authority to agree to any cost increases.

c) Schedule Updates: Construction Manager will update the Project schedule based upon information provided by the Design Consultant.

d) Agency Approvals: Construction Manager will assist the Owner and Design Consultant in scheduling necessary plan reviews and obtaining required permits and approvals.

III. PROCUREMENT PHASE SERVICES

a) Market Project/Project to the Bidders: Construction Manager will review the Project with the bidders, including the designs established by the Design Consultant. Construction Manager's efforts will be coordinated with the Owner's procurement practices.

b) Procurement Management: Bidding & Awarding of Construction Contracts. Construction Manager will review the bidding and awarding process established by the Design Consultant for each contract; it being agreed that only Owner has authority to award any contracts or otherwise bind Owner.

c) Contractual Review: Construction Manager will advise Owner regarding suggested language for inclusion within bid and contract documents for the services for approval and acceptance by Owner.

Construction Manager will review Design Consultant's bid summaries and make recommendations to Owner for award of contracts or rejection of bids. Construction Manager will review the proposed contract for each successful bidder. Construction Manager will incorporate appropriate contract terms and conditions such as contractor mark-ups on change orders, contingencies, allowances, contractor general conditions and liquidated damages in the contract documents for Owner's review.

Construction Manager will assist the Owner in negotiation of contract agreements between Owner and the bidders, to the limit of Construction Manager's authority as defined in this Agreement, and assist the Owner and design Consultant with rebidding of the work as required. The Construction Manager will not be a bidder on any contract within the Project.

Construction Manager will notify all parties of awarded scope of work, including acceptance of alternates, for coordination with other activities.

IV. CONSTRUCTION PHASE SERVICES – Project Administration

a) Construction Phase Meetings: Construction Manager will attend pre-construction conferences with Contractors prior to mobilization. Throughout the duration of construction, Construction Manager will attend regular progress meetings with Owner, Design Consultant, and Contractor(s) related to the review and documentation of Project status and coordination of efforts of all Project participants. Design Consultant will be responsible for preparation of individual meeting minutes for each respective part of the Project.

b) On-Site Presence: As progress requires the Construction Manager, including appropriate staff of the Construction Manager, will assist the Design Consultant to observe all phases of construction activities periodically in order to assist in achieving completion of the Project in accordance with the Owner's objectives for cost, time, and quality. Observations will not cause Construction Manager to be responsible for those duties and responsibilities which belong to the Design Consultant or the Contractor(s), and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and responsibilities of full time construction administration and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

c) Plan Temporary Facilities, Services and Utilities: Construction Manager will review and recommend for approval Contractor's plan for temporary on-site facilities, equipment, materials, and services for the common use of Contractors.

d) Expedite Permits and Approvals: Construction Manager will review the

Design Consultant's identification of special permits or approvals required for Project improvements, excluding permits obtained directly by the Contractor. Construction Manager will review and monitor the inspection process of outside agencies. Construction Manager will assist in obtaining approvals for the Project from authorities having jurisdiction over the Project.

e) Coordinate Requests of Information: Construction Manager will coordinate requests for clarification of Construction Contract Documents from the Contractor(s) with the Design Consultant. Construction Manager will review status of requests in a regular or special progress meeting in an effort to monitor timely responses from the Design Consultant.

f) Implement a Change order System and Procedure: When changes in the work become a necessary due to request of Owner, request of the Contractor, or design document issue, Construction Manager will work with the Design Consultant to coordinate the preparation of Owner approved change order documents, log the proposed change in the control log and transmit to the Contractor for response.

g) Processing of Contractor's Shop Drawings & Submittals: Construction Manager will monitor schedules prepared by Contractor for required submittals of shop drawings and samples for approval by Architect, other members of the design Consultant and Owner. The Contractor's and Design Consultant's submittal logs will be reviewed in the weekly progress meeting in an effort to assure timely processing by the Contractor and Design Consultant.

Construction Manager will review the Contractor's schedules for submittal and approval of shop drawings and samples to assure that they coincide with the Construction schedule.

h) Review and Approve Contractor's Applications for Payment: The Design Consultant will receive Contractors' applications for payment, review for completeness and review Contractor's proposed schedule of values for use in processing payments. Construction Manager will review the Design Consultant's submittal and process payment application to the Owner. Construction Manager will monitor the payment process for compliance with the Construction Contract Documents. If it should later be found that a Contractor has failed to comply with the provisions of its Owner-Contractor Agreement in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor. By issuing and processing an Application for Payment, Construction Manager will not be deemed to represent that it has made any examination to ascertain how and for what the purpose the Contractor has used the previous monies paid on account of the construction contract sum.

i) Project Schedules: Construction Manager will receive, review and comment on the suitability of the detailed construction schedule prepared by the Contractor. Once approved, Construction Manager will monitor the schedule monthly and report on

deviations from the schedule. Construction Manager will recommend necessary actions to Owner should the Contractor fail to correct schedule variances caused by the Contractor.

j) Evaluate Contractor Performance: Construction Manager will periodically evaluate the Contractor's performance and will recommend courses of action to Owner when the Contractors' schedule and quality objectives are not being met.

k) Provide Monthly Status Reports: Construction Manager will prepare a monthly status report which will include financial status reports and projections for cost of completion, change order status reports, potential claims identification and status, schedule status and identification of major problems encountered along with corrective action taken or recommended. The schedule status report will compare the status of construction with the construction schedules and Project schedules, making recommendations and recovery plans in the event the schedules do not match.

l) Quality Control Monitoring: Construction Manager will notify the Design Consultant and Owner in writing when it is the opinion of Construction Manager that the work does not conform to the requirements of the Construction Contract Documents. Construction Manager is not authorized to change, revoke, enlarge, relax, alter, or release any requirements of the Construction Contract Documents or to approve or accept any portion of the work not performed strictly in accordance with the Contract Documents.

V. CLOSE OUT PHASE SERVICES

a) Determine Final Completion of the Project: Construction Manager will determine, in conjunction with the Design Consultant and Owner, final completion of the Project. Upon completion, Construction Manager will receive the Contractor's final application for payment, confer with the Design Consultant and Owner to determine if all records, certificates, guarantees, warranties and releases have been received, obtain signatures from the Design Consultant and forward to Owner for final payment. In the event any of the items listed above have not been submitted, Construction Manager will assist Owner in obtaining completed items from the appropriate parties. Construction Manager will monitor the final payment process for compliance with contract documents.

b) Operations & Maintenance Manuals: Construction Manager will work with the Design Consultant and Contractor to coordinate delivery of operations manuals and warranties provided to the Owner in a timely manner.

c) Coordinate Punch-List Activities: In consultation with the Owner. Construction Manager will arrange for and coordinate preparation of punch-lists by the Design Consultant when requested by the Contractor or Owner. Project Management will assist the

Design Consultant in verifying completion of punch-list activities and in determining substantial completion of the Project. In consultation with the Owner, Construction Manager will arrange for issuance of the Certificate of Substantial Completion by the Design Consultant to the Contractor.

d) Occupancy Activities: Construction Manager will review occupancy schedules prepared by Design Consultant, and will detail and coordinate the activities between final inspection of the Project and the Owner's occupancy needs.

e) FF&E Coordination: When necessary, Construction Manager will include FF&E procurement schedules provided by the Owner in the master Project schedule.

f) Plan for Correction of Defective Items: Construction Manager will assist the Owner to develop a plan to facilitate the correction of defective items that require repair or replacement during the warranty period.

g) Transfer of Final Record Set of Documents: Construction Manager will monitor Contractor's preparation of record drawings and specifications and coordinate and expedite the transmittal of the record documents to the Owner. Construction Manager will prepare the final Project accounting and close out reports.

ATTACHMENT B
ADDITIONAL SERVICES COMPENSATION

When Additional Services are approved by the Owner in advance through an Additional Services Agreement signed by the parties, Construction Manager shall be compensated the amount approved in advance for the particular Additional Service, but in no event shall the amount to be paid exceed the rates set out in Attachment B.

a) Maximum hourly billing rates for personnel assigned to the Project will be as follows:

Position	Hourly Rate
1) Construction Manager	$150
2) Legal Review	$150
3) Document Control	$120
4) Engineer Review	$150
5) Field Inspector I	$120
6) Clerical	$ 60

Rates valid through December 2011. Rates increase 5% per calendar year.

b) Expenses for Additional Services and professional consultants shall be specifically approved by the Owner by category in advance in the Additional Services Agreement otherwise they will not be allowed.

ATTACHMENT C
CONSULTANT E.E.O.C. AFFIDAVIT

This firm, partnership, corporation, consultant agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by federal statutes and rules and regulations issued pursuant thereto in order to maintain and ensure non-discriminatory employment practices.

By:_____
Title:_____

Sworn to and subscribed before me this _____ day of _____.

_____
Notary Public in and for the State of Texas

ATTACHMENT D

Schedule of Direct Expenses

Item	Unit Cost	Subtotal	By PCM	By Owner
Computers				
Desk top computers			PCM	
Laptops			PCM	
Accessories			PCM	
Document Control Software				
License fee usage				By Owner
Office Productivity				
Laser printers			PCM	
Color Printer			PCM	
Scanner			PCM	
Postage & Courier			PCM	
Copier -Lease			PCM	
Fax			PCM	
Miscellaneous				
Mileage			PCM	
Office				
Office Supplies			PCM	
Safety Supplies			PCM	
Photography				
Digital Cameras			PCM	
Project Camera(s)				By Owner
IT systems				By Owner
Owner Total Expenses				

No expenses reimbursable by Owner hereunder shall be incurred without the prior written approval of Owner through an Additional Services Agreement or other amendment to this Agreement.

ATTACHMENT E

Payment Schedule*

Month	Date Submitted	Monthly Amount Drawn	Cumulative Amount Draw	Remaining Amount Balance
01		$ 4,375.00	$ 4,375.00	$ 48,125.00
02		$ 4,375.00	$ 8,750.00	$ 43,750.00
03		$ 4,375.00	$ 13,125.00	$ 39,375.00
04		$ 4,375.00	$ 17,500.00	$ 35,000.00
05		$ 4,375.00	$ 21,875.00	$ 30,625.00
06		$ 4,375.00	$ 26,250.00	$ 26,250.00
07		$ 4,375.00	$ 30,625.00	$ 21,875.00
08		$ 4,375.00	$ 35,000.00	$ 17,500.00
09		$ 4,375.00	$ 39,375.00	$ 13,125.00
10		$ 4,375.00	$ 43,750.00	$ 8,750.00
11		$ 4,375.00	$ 48,125.00	$ 4,375.00
12		$ 4,375.00	$ 52,500.00	$ 0.00

* To be modified in accordance with Project timeline adjustments pursuant to the terms of the Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/29/2011

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	CONTACT NAME: Jennifer Smith
Siegeler Insurance Agency 172 West Austin Street Giddings TX 78942-3294	PHONE (A/C, No, Ext): (979) 542-3449 FAX (A/C, No): (979) 542-0469 E-MAIL ADDRESS: jsmith@siegins.com PRODUCER CUSTOMER ID #: 00004985

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Prodigy Construction Management, LLC 4009 Fir Ave. McAllen TX 78501	INSURER A: McClelland & Hine	
	INSURER B: Texas Mutual Insurance Company	
	INSURER C: Darwin Select Ins Co	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: GL, E&O, Umbrella REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		GL3830527	3/23/2011	3/23/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SBP-0001222324	3/23/2011	3/23/2012	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
C	Professional Liability			0306-4964	3/23/2011	3/23/2012	General Aggregate	1,000,000
							Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured and Waiver of Subrogation in favor of Certificate Holder as required by written contract for General Liabilty. Waiver of Subrogation applies to Workers Comp Policy.

CERTIFICATE HOLDER

Hidalgo County
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

M T. Siegeler/TK

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/19/2011

PRODUCER

JERRY MOLINA INSURANCE
3313 N Ware
McAllen, TX 78501
(956) 661-8338

INSURED Prodigy Construction Management, LLC

4009 Fir Ave
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.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: FARMERS INSURANCE GROUP	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		[ ] CLAIMSMADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY	604895389	03-16-11	03-16-12	COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$ 500,000
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		[X] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$ 500,000
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMSMADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2009 Ford F250 Super. Vin #1FTSW21R79EA22027
Additional Insured: County of Hidalgo
2802 S Us Highway 281
Edinburg Tx 78539

CERTIFICATE HOLDER

County of Hidalgo
2802 S Us Highway 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 _____ 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

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APPROVED

AI-29159

21. C. 1.

CC REGULAR

Meeting Date: 10/25/2011

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a Professional Construction Management Agreement with Prodigy Construction Management LLC, for the"CONSTRUCTION OF NEW ADMINISTRATION OFFICES/BUILDING for HIDALGO COUNTY PRECINCT No. 4."

BACKGROUND

Contract Document

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1342-431-00-124-075-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 10-20-11 $1,232,000.58

Attachments

Contract C-11-236-10-25-Prodigy-Pct 4

Prodigy's BAFO-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/19/2011 05:02 PM
Budget & Management	Merlen P. Munoz	10/20/2011 07:59 AM
Manuel Chapa	Manuel Chapa	10/20/2011 01:56 PM
Auditor's Office	Angela Garcia	10/21/2011 03:07 PM

Form Started By: Letty Saenz Started On: 10/14/2011 05:01 PM

Final Approval Date: 10/21/2011

CC APPROVED ON 10/25/11

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
October 25, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **Executive Officer - Valde Guerra:**

   A. 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."

   2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

   B. **AI-29202** Extension Services:
   1. Requesting authorization and approval for 4 employees to travel to Corpus Christi, TX for the 2011 District 12 Fall Faculty Conference to be held on Nov. 7-10, 2011.

   2. Requesting authorization and approval for Barbara Storz to travel to Huntsville, TX for the Master Gardener Specialist training to be held on Nov. 16-18, 2011.

   C. **AI-29288** Requesting approval to authorize the City of Mcallen to utilize The Anzalduas Park for The Annual International Friendship Run on Sunday, Nov. 20, 2011.

7. **Constables:**

   A. **AI-29210** Constable Pct. 1:
   Discussion, consideration and approval to appoint David Molina and Richard G. Acevedo as reserve deputy constables by Constable Celestino Avila Jr., Constable Precinct 1 in accordance with Texas Local Government Code 86.012.

   B. **AI-29217** Constable Pct. #1:
   Approval of Corrected 2009 Elected Official Bond for Constable Celestino Avila Jr.

8. **County Clerk's Office - Arturo Guajardo, Jr.:**

   A. **AI-29209** Requesting approval of Official Bond for Elections Administrator Yvonne Ramon.

9. **Sheriff's Office - Chief Martinez:**

   A. **AI-29208** Requesting approval for reimbursement for Senior Deputy Rene Tijerina in the amount of $30.19.

   B. **AI-28466** 1. Discussion, authorization, and approval to execute the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the City Police Departments of

CC APPROVED ON 10/25/11

Las Estrellas No. II Subdivision – Pct. 3 (Oscar Garza Jr.)
Las Estrellas No. III Subdivision – Pct. 3 (Oscar Garza Jr.)
Julia Moreno Acres Subdivision – Pct. 3 (Julia Moreno)
Apache Estates Subdivision – Pct. 1 (Kyndel Bennett)

2. Final Approval:
La Paloma Estates Unit 3 Subdivision – Pct. 1 (Kyndel Bennett)
La Paloma Estates Unit 4 Subdivision – Pct. 1 (Kyndel Bennett)

3. Reimbursement of a Cash Deposit:
San Carlos Gardens No. 2 – Pct. 4 (Benchmark Farms)

20. Budget & Management - Sergio Cruz:

A. Budget Appropriations:

1. AI-29255 Pct. #2 R&B (1200):
a. Approval of Certification of Revenues by the County Auditor for TxDOT Reimbursement of BCAP Forced Labor

b. Approval of 2011 appropriation of funds into McColl Offsite Drainage Project (program 047) in the amount of $63,976.19

21. 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"

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

4. AI-29247 Requesting Commissioners' Court to accept the three (3) Request for Proposal (RFP) responses submitted and designate an evaluation committee to evaluate the three (3) responses received for "Credit Card Payment System" - Hidalgo County.

5. AI-29215 Requesting approval to declare as surplus numerous items and vehicles (County Owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

6. AI-29157 a. Presentation of scoring grid (for the purpose of ranking by CC) of the firms responding to request for proposals for "Consulting Services to Assist Hidalgo County in Grant Writing and Updating Master Parks Plan":

CC APPROVED ON 10/25/11

Vendor	Score/Points	Rank
Halff & Associates	364	
Vazaldua & Associates	284	

b. Authority for Purchasing Department to proceed with negotiations with the number one ranked firm of _____for the provision of Consulting Services to assist Hidalgo County in Grant Writing and Updating Master Parks Plan".

7. AI-29153 Presentation of sole bid received from vendor (Rio Valley Pipe, LLC) that submitted bid meeting all specifications and requirements including approval of contract for: "Pipes-Reinforced Concrete, Tongue & Groove, Rubber Gasket Joint Concrete Pipes, Inlets & Manholes" (RFB No. 11-243-09-28-YSI) with effective dates of October 25, 2011 to December 31, 2012.

B. Pct. 1

1. AI-29169 Acceptance and approval for Work Authorization No. 001 in connection to Contract #C-11-202-08-09 in the amount of $66,960.00 with Guzman & Munoz Engineering and Surveying Inc. for on-site and off-site civil engineering design to include topography, right of way and easement surveying services, engineering design, drainage study, and field services during construction, as per Exhibit "B" for the new Hidalgo County Precinct 1 Constable Office.

C. Pct. 4

APPROVED

1. AI-29159 Acceptance and approval of a Professional Construction Management Agreement with Prodigy Construction Management LLC, for the"CONSTRUCTION OF NEW ADMINISTRATION OFFICES/BUILDING for HIDALGO COUNTY PRECINCT No. 4."

2. AI-29257 Authority to purchase heavy machinery and/or equipment detailed herein from John Deere awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #373-11 for Project #2011-259-OGG:

One (1) JD 4105 Tractor with Loader amount not to exceed ------$22,392.41; pricing include but not limited to delivery, TASB fees & warranties- project #2011-259-OGG.

3. AI-29237 Requesting acceptance and approval of Supplemental Agreement #1 to Work Authorization #1 submitted by HALFF ASSOCIATES, INC., in the amount of $ 11,700.00, with revised total cost amount $46,200.00 for "engineering services" on the ongoing project (ELECTIONS WAREHOUSE) in connection to agreement #C-10-340-10-19 for the purposes of: "Building Repairs, Renovations and/or Alterations to County Owned Buildings" located within Precinct No. 4 (on an as needed basis).

4. AI-29256 Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $5,900.00) for Mile 17 1/2 & Depot Rd. (aka 23rd St.) with L&G Consulting Engineers Inc. dba L & G Engineering to provide a Multi-Way Stop Control Warranty Study to Hidalgo County Precinct No. 4 - C-11-054-04-12

5. AI-29233 Acceptance, and approval of Work Authorization No. 3 (with an estimated cost of $4,517.56) for Owassa Rd. and Seminary Rd. with L&G Engineering Laboratory, L.L.C. to provide construction material testing services to Hidalgo County Precinct No. 4 - C-11-062-04-12.

D. Health & Human Services Dept.

1. AI-29158 a. Acceptance of the sole response received (evaluated and scored by user department) from Network Sciences, Inc. for the request for proposals for: "Software Services for Indigent Health Care System for Hidalgo County Health and Human Services";

b. Award proposal received from Network Sciences, Inc. in the amount of $97,800.00 plus $2,400.00/year for optional services (TMHP verification-$200.00/month) including approval of the contract (subject to legal counsel's review as to form).

E. Sheriff's Office

1. AI-29203 a. Requesting exemption from competitive bidding requirements under Texas Local

AI-30284 **14. E.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of the sixty (60) day grace period extension to the current contracts with the following multiple vendors with effective dates of February 16, 2012 through April 15, 2012 under the same rates, terms and conditions as permitted under contracts so as to have no lapse in service while the procurement process is completed:

1. Gateway Printing & Office Supply-C-10-025-02-16 aka E-11-068-01-25 (as it was extended on 01/25/11);
2. Gulf Data Products-C-10-025A-02-16 aka E-11-068A-01-25 (as it was extended on 01/25/11);
3. Scott Merriman-C-10-025B-02-16 aka E-11-068B-01-25 (as it was extended on 01/25/11).

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funding to be identified at time of purchase.

Purchases are on an as needed basis.

Attachments

CONTRACT 1

CONTRACT (3)

CONTRACT (5)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/21/2011 03:55 PM
Budget & Management	Merlen P. Munoz	12/21/2011 04:30 PM
Erika Zamora	Erika Zamora	12/21/2011 05:02 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Vangie Garcia Started On: 12/20/2011 04:32 PM

Final Approval Date: 12/22/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 20, 2011

Scott Merriman, Inc.
Attn: Jeff Biggs
11212 Goodnight Ln. Bldg. #200
Dallas, Texas 75229

Via Certified: 7099-3220-0002-9744-7560

Re: Sixty (60) Day Extension- **C-10-025AB-02-16 aka E-11-068B-01-25**
"Printing Services And Related Supplies For Hidalgo County Departments"

Dear Mr. Biggs:
Commissioners' Court will take applicable action **(Thursday, December 29, 2011)** in connection with Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed and processed, at the same rate, term and conditions.

This notice will be sent via email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Thursday, December 29, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than **10:00 a.m., Wednesday, December 21, 2011 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an **updated Certificate of Insurance** (if applicable) as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement 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,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-025B-02-16

THIS CONTRACT is made and entered into this **16th** day of **February, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Scott Merriman Inc.** a **Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTED ITEMS 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.

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 beginning **February 16, 2010** and ending on **February 15, 2011.** Hidalgo County at its sole discretion may 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 products/orders will be shipped FOB Hidalgo County Offices.

6. 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.

7. 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.

8. 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.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. 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.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. 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.

13. Any notice required or permitted to be given hereunder shall be in writing and

shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Scott Merriman, INC.** **11212 Goodnight Lane Bldg. 200** **Dallas, Texas 75229**

14. 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.

15. 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 without cause with thirty day's written notice.

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 _____, 2010.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Scott Merriman, Inc

By:_____

Printed Name: Jeff Biggs

Title: V.P.

APPROVED BY COMMISSIONES COURT: 02/16/2010

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

Request for Bids No 2010-025-01-27-YZV

Printed Items and Related Supplies

Awarded by Sections: Scott Merriman based on unit price and extended to reflect minimum quantity.

Department
SECTION IV JUSTICE OF THE PEACE
JP PRECINCT 1 &3 PLACE 1

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

OPENED
9:41 am
JAN 2 7 2010
Witnessed

Vendor: Scott-Merriman, Inc

SECTION I – CONSTABLES:

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLES PRECINCT 1:			
BUSINESS CARDS	7 BXS. OF 500		
FIELD CONTACT CARD	2,000		
BUILDING CHECK CARD	500		
WARNING CARD	2,000		
NOTICE/AVISO DOOR HANGER CARD	5,000		
VEHICLE IMPOUNDMENT	100 BOOKS		
H.C. CONSTABLE WARNING BOOK	200 BOOKS		
TICKET BOOK	200 BOOKS		
OFFICIAL RECEIPT FOR CONSTABLES FEES	10 BOOKS		
CONSTABLE PRECINCT 2:			
LETTERHEAD PAPER	2 BXS OF 5,000		
BUSINESS CARDS	3 BXS OF 1,000		
BUSINESS CARDS	4 BXS OF 1,000		
ENVELOPES W/ CONSTABLE SEAL/LOGO	4 BXS OF 500		
OFFICIAL RECEIPT FOR CONSTABLES FEES	20 BOOKS		
TICKET BOOK	50 BOOKS		
WARNING FLYERS	4BXS OF 5,000		
ADVERTENCIA FLYERS	4 BXS OF 5,000		
CONSTABLES PRECINCT 3:			
LETTERHEAD PAPER	4 REAMS		
NOTICE/AVISO-DOOR HANGER CARD	5,000		
ENVELOPES W/ CONSTABLE SEAL/LOGO	4BXS OF 500		
VEHICLE IMPOUNDMENT	80 BOOKS		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Scott-Merriman, Inc.

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLES PRECINCT 3 CONTINUATION:			
BUSINESS CARDS	8 BXS OF 250		
BUSINESS CARDS	2 BXS OF 1,000		
WARNING FLYERS	750 SHEETS		
ADVERTENCIA FLYERS	750 SHEETS		
WARNING NOTICE TO VACATE	40 BOOKS		
TICKET BOOK	40 BOOKS		
OFFICIAL RECEIPT FOR CONSTABLES FEES			
NOTICE/AVISO -- DOOR HANGER CARD	500		
CONSTABLES PRECINCT 4:			
LETTERHEAD PAPER	2 REAMS		
NOTICE/AVISO – DOOR HANGER CARD	2,000		
ENVELOPE W/ CONSTABLE SEAL/LOGO	2 BXS OF 500		
BUSINESS CARD			
VEHICLE IMPOUND AND INVENTORY RECORD			
TICKET BOOK	40 BOOKS		

SECTION II-DISTRICT COURTS:

Description	Estimated Quantity	Unit Price	Total Price
206TH DISTRICT COURT:			
LETTERHEAD PAPER	2 REAMS		
ORDER OF RELEASE/ORDER OF COMMITMENT	2,000		
ENVELOPES W/SEAL/LOGO	2BXS OF 500		
JUROR'S HANDVOOK PAMPHLETS	1,000		
BUSINESS CARDS	1,000		
JUROR TAGS	14		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Scott-Merriman, Inc.

SECTION II: DISTRICT COURTS CONTINUATION:

Description	Estimated Quantity	Unit Price	Total Price
139TH DISTRICT COURT:			
BUSINESS CARDS	4 BXS OF 500		
LETTERHEAD PAPER	4 REAMS		
398TH DISTRICT COURT:			
LETTERHEAD PAPER	6 REAMS		
BUSINESS CARDS	5 BXS OF 500		
ENVELOPES W/SEAL/LOGO	6 BXS OF 500		
ORDER OF RELEASE/ORDER OF COMMITMENT	3,000		
449TH DISTRICT COURT:			
ORDER OF RELEASE/ORDER OF COMMITMENT	500		
BUSINESS CARDS	5 BXS OF 500		
ENVELOPES W/SEAL/LOGO	1 BOX		
LETTERHEAD PAPER	2 REAMS		

SECTION III - COUNTY COMMISSIONERS:

Description	Estimated Quantity	Unit Price	Total Price
COMMISSIONER PRECINCT 3:			
BUSINESS CARDS	9 BXS OF 500		
LETTERHEAD PAPER			
LETTERHEAD PAPER			
ENVELOPES W/SEAL/LOGO	2 BXS OF 500		
LANDFILL FORM	50 TABLETS		
PARKING PERMIT	12 BOOKLETS		

OPENED
9:41 am
JAN 2 7 2010
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Scott-Merriman, Inc.

SECTION IV – JUSTICE OF THE PEACE:

Description	Estimated Quantity	Unit Price	Total Price
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1:			
APPLICATION FOR BIRTH OR DEATH RECORD			
MAGISTRATE'S WARNING			
COMMUNITY HOURS FORM			
PLAINTIFF'S ORIGINAL PETITION FORM			
INSTRUCTIONS FOR FILING SUIT FORM			
DRIVING SAFETY COURSE REQUEST			
APPLICATION FOR EMERGENCY COMMITMENT	1,000		
LETTERHEAD PAPER	1 REAM		
BUSINESS CARDS	2 BXS OF 500		
ENVELOPES W/ SEAL/LOGO NO WINDOW	2 BXS OF 500		
ENVELOPES W/SEAL/LOGO W/WINDOW	3 BXS OF 500		
PRINTED ENVELOPES	3 BXS OF 500		
CERTIFICATE OF VITAL RECORD PAPER-LETTER	1,000	1.26 ea	1260.00
CERTIFICATE OF VITAL RECORD PAPER-LEGAL	1,000	1.43 ea	1430.00

SECTION V - DISTRICT ATTORNEY:

Description	Estimated Quantity	Unit Price	Total Price
LETTERHEAD PAPER	20 REAMS		
BUSINESS CARDS	2 BXS OF 500		
BUSINESS CARDS	10 BXS OF 500		
WORTHLESS CHECK AFFIDAVIT	10,000		
HOT CHECK MAILER ENVELOPE	15,000		
AUTHORIZATION FOR MEDICOLEGAL EXAM	500		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Scott-Merriman, Inc

SECTION V: DISTRICT ATTORNEY CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
ENVELOPES W/SEAL/LOGO-CHECKS DEPT	10 BXS OF 500		
ENVELOPES W/SEAL/LOGO-MISDEMEANOR DEPT	20 BXS OF 500		
ENVELOPES W/SEAL/LOGO-NO WINDOW	8 BXS OF 500		
VICTIM IMPACT STATEMENT	5,000		
RECEIPT	10,000		
CHECK WRITER FLYERS	3,000		
MISDEMEANOR COMPLAINTS	10,000		
CRIMINAL MANILA FOLDERS	10BXS OF 1,000		
CRIMINAL MANILA FOLDERS	10BXS OF 1,000		

SECTION VI: ALL DEPARTMENTS:

Description	Estimated Quantity	Unit Price	Total Price
VETERANS SERVICES:			
LETTERHEAD PAPER	2 REAMS		
BUSINESS CARDS	4 BXS OF 500		
BUSINESS CARDS	2 BXS OF 500		
COUNTY AUDITORS:			
LETTERHEAD PAPER	2 REAMS		
LETTERHEAD PAPER	2 REAMS		
PLANNING DEPARTMENT:			
APPROVED APPLICATION	LATE 2010		
RECEIPT BOOKS-PRECINCT 1	27 BOOKS		
RECEIPT BOOKS-PRECINCT 2	66 BOOKS		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Scott Merriman, Inc.

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
PLANNING DEPARTMENT CONTINUATION:			
RECEIPT BOOK – PRECINCT 3	27 BOOKS		
RECEIPT BOOK – PRECINCT 4	30 BOOKS		
CULVERT INSTALLATION WORK ORDER	12 BOOKS		
PUBLIC DEFENDER'S OFFICE:			
BUSINESS CARDS	19 BXS OF 500		
LETTERHEAD PAPER	4 REAMS		
ENVELOPES W/SEAL/LOGO-W/WINDOW	8 BXS OF 500		
ENVELOPES W/SEAL/LOGO-NO WINDOW	8 BXS OF 500		
JUVENILE JUSTICE CENTER:			
LETTERHEAD PAPER	10 REAMS		
VISITOR'S LABELS	10,000 SHEETS		
MAILING LABELS	5,000 SHEETS		
BUSINESS CARDS	1 BX OF 500		
ENVELOPES W/SEAL/LOGO	20BXS OF 500		
POLICY AND PROCEDURES MANUAL	20 BKS		
ANNUAL REPORT	100 BKS		
TREASURER'S DEPARTMENT:			
BUSINESS CARDS	2 BXS OF 500		
ENVELOPES W/SEAL/LOGO	25 BXS OF 500		
LETTERHEAD PAPER	1 REAM		
COUNTY CLERKS OFFICE			
RECREATIONAL FISHING REGULATIONS CARDS	1,000		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Scott Merriman, Inc.

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
COUNTY CLERKS OFFICE			
RECREATIONAL HUNTING REGULATIONS CARDS	1,000		
BUSINESS CARDS			
BUSINESS CARDS			
ENVELOPES W/SEAL/LOGO-W/WINDOW	40 BXS OF 500		
ENVELOPES W/SEAL/LOGO-NO WINDOW	40 BXS OF 500		
ENVELOPES W/SEAL/LOGO-W/WINDOW	40 BXS OF 500		
LETTERHEAD PAPER	30 REAMS		
CERTIFICATE OF WITHDRAWAL FROM BUSINESS	10,500		
ASSUMED NAME CERTIFICATE	10,500		
NEWLY WED LETTER	10,000		
SCRATCH PADS	500 PADS		
HUMAN RESOURCES:			
BUSINESS CARDS	6 BXS OF 500		
ENVELOPES W/SEAL/LOGO-NO WINDOW	4 BXS OF 500		
INTERVIEW WORKSHEET	5,000		
INTERVIEW SELECTION FORM	5,000		
LETTERHEAD PAPER	20 REAMS		
DRAINAGE EMPLOYMENT APPLICATION	4,000		
COUNTY OF HIDALGO EMPLOYMENT APPLICATION	12,000		
SHERIFF EMPLOYMENT APPLICATION	10,000		
SICK LEAVE DONATION FORM	4,000		
H.C. EMPLOYEE MANUALS	3,500		
H.C. PERSONNEL POLICY MANUAL	1,500		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Scott-Merriman Inc

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
TAX OFFICE:			
BUSINESS CARDS	60 bxs of 500		
LETTERHEAD PAPER	20 reams of 500		
LETTERHEAD PAPER	20 reams of 500		
ENVELOPES AUTOMOBILE L.W/WINDOW	100 bxs of 500		
ENVELOPES W/SEAL/LOGO W/WINDOW	20 bxs of 500		
ENVELOPE W/SEAL/LOGO W/WINDOW TAX A	400 bxs of 500		
ENVELOPE W/SEAL/LOGO NO WINDOW AUTO/LIC	50 bxs of 500		
ENVELOPE W/SEAL/LOGONO WINDOW W/RETURN ADDRESS	10 bxs of 500		
ENVELOPES W/SEAL/LOGO NO WINDOW	30 bxs of 500		
ENVELOPES W/SEAL/LOGO BROWN DOUBLE PRONT METAL CLASP	10 bxs of 100		
ENVELOPES W/SEAL/LOGO BROWN W/GUMMED SEAL	10 bxs of 500		
HEALTH AND HUMAN SERVICES:			
ENVELOPES W/SEAL/LOGO NO WINDOW	80 BXS OF 500		
LETTERHEAD PAPER	20 REAMS		
RECEIPT BOOKS	130 BOOKS		
APPLICATION FOR ON SITE SEWAGE FACILITIES	4,000		
TECHNICAL INFORMATION FOR ON-SITE	4,000		
AUTHORIZATION TO CONSTRUCTION	4,000		
SOIL EVALUATION REPORT INFORTMATION	4,000		
FOOD SERVICE INSPECTION	6,000 TO 8,000 YEARLY		
ON SITE SEWAGE INSPECTION REPORT	4,000		
SERVICES OFFERED PAMPHLET-ENGLISH	30,000		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Scott-Merriman, Inc.

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
HEALTH & HUMAN SERVICES:			
SERVICES OFFERED PAMPHLET – SPANISH	30,000		
KEEP YOUR GERMS ...-ENGLISH	30,000		
CONTENGA SU GERMENENES...-SPANISH	30,000		
STOP THE FLU	30,000		
ALTO A LA GRIPE	30,000		
ADULT PROBATION DEPARTMENT:			
APPOINTMENT CARDS	6,000		
PROBATIONER ACKNOWLDEGMENT FORM	2,000		
INITIAL ASSESSMENT FORM	1,000		
COURT INFORMATION FORM	1,200		
COMMUNITY SERVICE RESTITUTION ID CARD	4,000		
COURT NOTES	2,000		
COMMUNITY SERVICE RESTITUTION PROGRAM RULES	2,000		
AUTHORIZATION TO RELEASE INFORMATION	2,000		
EMPLOYMENT SEARCH FORM	1,000		
FAMILY HISTORY INFORMATION	6,000		
FIELD VISIT LOG	2,000		
GUN CONTROL ACT	3,000		
GUIDELINES FOR PAYMENT TO THE ACCT.	6,000		
HOME VISIT CARDS	1,000		
INTAKE CHECKLIST	3,000		
LEAVE REQUEST	2,000		
INTAKE APPTL REFERRAL	3,000		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Scott Merriman, Inc.

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
ADULT PROBATION CONTINUATION			
MONTHLY REPORT –BY MAIL	3,000		
MONTHLY REPORT – IN PERSON	3,000		
OFFICE RULES AND REGULATIONS	3,000		
PROBATIONER ACKNOWLEDGMENT FORM			
PERSONAL DATA FORM	2,000		
PROBATIONER MONTHLY REOPORT SIGN IN	1,000		
PAYMENT SCHEDULE	1,500		
RECEPTIONIST SLIPS	1,000		
RECORDS CONTROL UNIT PROCESSING CHECKLIST	3,000		
R.C.U. INTAKE FILE TRACKING FORM	3,000		
REFERRAL CARDS	1,000		
REASSESSMENT FORM	1,000		
TCIC/NCIC REQUEST	500		
SIGN IN ROSTER	500		
SCANNING CHECKLIST	3,000		
TEAS DPS INQUIRY LOG	4,000		
TELEPHONE MESSAGE	4,000		
TRAVEL PERMIT SLIPS	3,000		
TELEPHONE LOG	1,500		
WEBSITE LOG	2,000		
ENVELOPES W/SEAL/LOGO NO WINDOW	4BXS OF 500		
ENVELOPES W/SEAL/LOGO W/WINDOW	4BXS OF 500		
PRE-NUMBERED RECEIPTS	60,000		

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Scott-Merriman, Inc

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
WIC OFFICE			
APPOINTMENT/NOTICE SLIPS	20,000		
PROGRESS NOTES			
BORDER COLONIA ACCESS PROGRAM			
LETTERHEAD PAPER	2 BOXES		
BUSINESS CARDS	2BXS OF 500		
ENVELOPES W/SEAL/LOGO W/WINDOW	1BX OF 500		
H.I.D.T.A. TASK FORCE			
ENVELOPES W/SEAL/LOGO W/WINDOW	4BXS OF 500		
LETTERHEAD PAPER	4 REAMS		
BUSINESS CARDS	9 BXS OF 500		
MAILING LABELS			
VEHICLE IMPOUNDMENT REPORT	500		
RECEIPT FOR FORMS	500		
INVESTIGATIVE FILE JACKET-LIGHT BLUE			
INVESTIGATIVE FILE JACKET – CANARY YELLOW			
DIVIDERS MULTI COLORED LABELED	400 SETS OF 8		
NAME PLATES			

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV

BID PAGE

Vendor: Scott-Merriman, Inc

BIDDER/COMPANY NAME: Scott-Merriman, Inc.

ADDRESS: 11212 Goodnight Ln # 200

CITY/STATE/ZIP CODE: Dallas, TX 75229

PHONE №: 800-648-7022 **FAX №:** 972 484 8908

CELLULAR №: **email:** scott-merriman@sbcglobal.net

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Jeff Biggs

TITLE: V.P.

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO.2

JANUARY 19, 2010
HIDALGO COUNTY
"PRINTED ITEMS & RELATED SUPPLIES"

RFB No. 2010-025-01-27-YZV

Please note the following Information for RFB No. 2010-025-01-27-yzv

1. Please add Under Section IV: JUSTICE OF THE PEACE

Description	Estimated Qty	Special Instructions
Business Cards – 3 ½" x 2", Raised Lettering Blue w/gold foil seal single sided print-500 per box-Landscape layout	1 box of 500	5 persons/1bx Per ea of 500
Business Cards – 3 ½" x 2", Raised Lettering Blue /red single sided print-500 per box-Portrait layout	4 box es of 500	
Warrant Notice Postcards-5½"x3½" Post Card, Double Sided Print, Black and Red Ink, Flat Print	2,000	
Official Courtesy Notice Postcards - 5½"x3½" Post Card, Double Sided Print, Black and Red Ink, Flat Print	2.000	
Envelopes - 9½"x4" Envelopes, Blue and Gold Ink Flat Print, No Window, Peel and Seal, 500 per box	4 boxes of 500	
Memorandum of Papers Filed Envelopes - 9½"x4 Envelopes, 60# Fluorescent Red Stock, Black Flat Print, 500 per box	4 boxes of 500	
CERTIFICATE OF VITAL RECORD PAPER – Size 8.5"x11" Page Size, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)(Banknote Paper)	250	535.00
CERTIFICATE OF VITAL RECORD PAPER – Size - 8½" X 14" Legal Page, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)(Banknote Paper)	500	712.25
CRIMINAL MANILA FOLDERS- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print,1,000 per box		

I, Jeff Biggs, acknowledge receipt of ADDENDUM No.2 dated January 19, 2010 for RFB No 2010-025-01-27-YZV-Hidalgo County-"PRINTED ITEMS & RELATED SUPPLIES."

Jeff Biggs
Printed Bidder's Name

1-25-10
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE REQUEST FOR BIDS.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "A-1"
(ADDENDUM #1)

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO.1

JANUARY 19, 2010

HIDALGO COUNTY
"PRINTED ITEMS & RELATED SUPPLIES"

RFB No. 2010-025-01-27-YZV

Please note the following Information for RFB No. 2010-025-01-27-yzv

1. Please add Under Section VI: COUNTY JUDGE'S OFFICE

Description	Qty	Special Instructions
Business Cards – 3 ½" x 2", Raised Lettering Blue w/gold foil seal single sided print-500 per box	1 box of 250	9 persons/1 bx per ea of 250
Letterhead Paper – 8.5"x11" 25% Cotton Paper, Raised lettering w/gold Ink Seal		Needed toward end of 2010

2. Please make the following notations for the following items:

Description	
Section I: Constables	**Replace with:**
Precinct No. 1	Warning Card – Self Stick
Precinct No.3	Letterhead paper-8.5"X 11" LINEN Paper
Precinct No. 4	Letterhead paper-8.5"x11" 25% COTTON Paper
	Envelopes w/logo/seal-25% Cotton
All Constables	Tickets – ALL DIFFERENT BACK SIDE PRINTING
Section II: District Courts:	
206th	Letterhead paper 8.5"x11" 25% COTTON Paper
	Envelopes w/logo/seal-25% Cotton
398th	Letterhead paper 8.5"x11" 25%COTTON Paper
449th	Letterhead Paper 8.5"x11" Linen Paper
Section III: Commissioner	
Precinct 3	Letterhead paper 8.5"x11" Linen paper
Section V: District Attorney	
District Attorney	Letterhead paper 8.5"x11" -25% COTTON Paper
	Manila Folder-Special die cut end

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1
JANUARY 19, 2010

HIDALGO COUNTY
"PRINTED ITEMS & RELATED SUPPLIES"

Description	
Section VI: All Departments	
Auditors	Letterhead paper-8.5"x11" 25% Cotton
Juvenile	Letterhead paper-8.5"x11" 25% Cotton
	Linen Cover for Juvenile Annual Report Booklet
	Labels – Gold Ink
Treasures	Envelope special size window
County Clerk	Fishing and Hunting – Vinyl/Plastic Card stock
	Letterhead 8.5"x11" -25% COTTON Paper
	Scratch Pad – Rounded Corners
Human Resources	Letterhead 8.5"X11" Linen paper foil seal
Tax Office	Letterhead paper-8.5"x11" 25% Cotton
	Envelope special Size Window-"Automobile& License Envelope w/window
Health & Human	Letterhead paper-8.5"x11" Linen Paper
	80# Standard Gloss Paper for Pamphlet (Blue)
HIDTA	Letterhead paper-8.5"x11" 25% Cotton

I, Jeff Biggs, acknowledge receipt of ADDENDUM No.1 dated January 19, 2010 for RFB No 2010-025-01-27-YZV-Hidalgo County-"PRINTED ITEMS & RELATED SUPPLIES."

Jeff Biggs
Printed Bidder's Name

1-25-10
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE REQUEST FOR BIDS.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

EXHIBIT "A-2"
(ADDENDUM #2)

PURCHASING DEPARTMENT
County Of Hidalgo

January 19, 2010

RE: ADDENDUM NO.2
FOR RFB No: 2010-025-01-27-YZV
"PRINTED ITEMS & RELATED SUPPLIES"HIDALGO COUNTY

Dear Sir or Madam:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Bids **"PRINTED ITEMS & RELATED SUPPLIES".**

Please add this **ADDENDUM NO.2** to your Request for Bids so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yolanda.velasquez@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO.2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your RFB packet for **"PRINTED ITEMS & RELATED SUPPLIES-HIDALGO COUNTY".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 2
ACKNOWLEDEMENT OF RECEIPT

Scott-Merriman, Inc.
Firm Name

MLS/yzv
Enclosures

FAXED 1/25/10

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO.2

JANUARY 19, 2010
HIDALGO COUNTY
"PRINTED ITEMS & RELATED SUPPLIES"

RFB No. 2010-025-01-27-YZV

Please note the following Information for RFB No. 2010-025-01-27-yzv

1. Please add Under Section IV: JUSTICE OF THE PEACE

Description	Estimated Qty	Special Instructions
Business Cards – 3 ½" x 2", Raised Lettering Blue w/gold foil seal single sided print-500 per box-Landscape layout	1 box of 500	5 persons/1bx Per ea of 500
Business Cards – 3 ½" x 2", Raised Lettering Blue /red single sided print-500 per box-Portrait layout	4 box es of 500	
Warrant Notice Postcards-5½"x3½" Post Card, Double Sided Print, Black and Red Ink, Flat Print	2,000	
Official Courtesy Notice Postcards - 5½"x3½" Post Card, Double Sided Print, Black and Red Ink, Flat Print	2.000	
Envelopes - 9½"x4" Envelopes, Blue and Gold Ink Flat Print, No Window, Peel and Seal, 500 per box	4 boxes of 500	
Memorandum of Papers Filed Envelopes - 9½"x4 Envelopes, 60# Fluorescent Red Stock, Black Flat Print, 500 per box	4 boxes of 500	
CERTIFICATE OF VITAL RECORD PAPER – Size 8.5"x11" Page Size, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)(Banknote Paper)	250	55.50
CERTIFICATE OF VITAL RECORD PAPER – Size - 8½" X 14" Legal Page, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)(Banknote Paper)	500	712.25
CRIMINAL MANILA FOLDERS- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print,1,000 per box		

I, Jeff Biggs, acknowledge receipt of ADDENDUM No.2 dated January 19, 2010 for RFB No 2010-025-01-27-YZV-Hidalgo County-"PRINTED ITEMS & RELATED SUPPLIES."

Jeff Biggs
Printed Bidder's Name

1-25-10
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE REQUEST FOR BIDS.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Yolanda Velasquez

From: Scott Merriman [scott-merriman@sbcglobal.net]
Sent: Monday, December 07, 2009 2:50 PM
To: 'Yolanda Velasquez'
Cc: tescott3@sbcglobal.net
Subject: Workman's Comp.

Yolanda,

The products that we were awarded for the contract for Specialty Printed Items and Related Supplies are not manufactured or produced by Scott-Merriman,Inc. We are a wholesaler for the products which are manufactured and shipped directly to the county by third parties. I hope this is acceptable to your Legal Department.

Ginni

From: Scott Merriman [mailto:scott-merriman@sbcglobal.net]
Sent: Monday, December 07, 2009 9:31 AM
To: 'Yolanda Velasquez'
Subject: RE: ACORD form 11/30/09

Yolanda,

I am working on it and will have a more detailed answer for you later in the day.

Thanks,

Ginni

Keep this letter with our file copy of this contract

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Monday, December 07, 2009 9:10 AM
To: 'Scott Merriman'
Subject: FW: ACORD form 11/30/09

Good morning Ms. Ginni

I was just wondering if you have any news for me on the Workers Comp Ins. Requirement by H. County

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, December 04, 2009 1:21 PM
To: 'Scott Merriman'
Subject: RE: ACORD form 11/30/09

Good afternoon Ginni

I was just informed that our Legal Department is requesting that beside general Liability your company has to provide Workers Comp. Also I was asked to request something in writing from your company as to how the Printing Services will be delivered.

If you should have any questions or need additional information please let me know.

EXHIBIT "C"
INSURANCE REQUIREMENTS

SENTRY INSURANCE A MUTUAL COMPANY
STEVENS POINT, WISCONSIN
(A PARTICIPATING MUTUAL COMPANY)
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 49-98535

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.

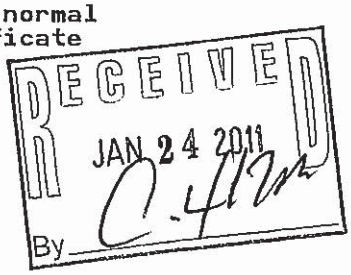
Name and Address of Certificate Holder	Name and Address of the Insured
HIDALGO COUNTY PURCHASING ATTN YOLONDA VELASQUEZ 2812 S BUSINESS HWY 281 EDINBURG, TX 78539	SCOTT-MERRIMAN INC 11212 GOODNIGHT LN BLDG 200 DALLAS, TX 75229

This certificate is issued on 01-01-2011 and is effective until 01-01-2012. It certifies that policies of insurance listed below have been issued to the insured named above. 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.

Coverage Provided	Policy Number	Coverage Limits	
General Liability	49-98535-02	General Aggregate	$ 3,000,000
		Products Aggregate	$ 1,000,000
Bodily Injury and	OCCURRENCE	Pers/Adv Injury	$ 1,000,000
Property Damage Combined		Each Occurrence	$ 1,000,000
		Premises Damage	$ 200,000
		Medical Expense	$ 10,000

CONTRACT #C-10-025B-02-16

If any of the listed policies are cancelled prior to their normal expiration date, the insurer will send notice to the certificate holder 10 days in advance.



Marcia Lepp
VP - STANDARD BP AND DEALER OPS

80-C1035 (MECH)

MER 49-98535 32-104202
01-17-2011
PAGE 1
(0001)

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05737

HIDALGO COUNTY PURCHASING
ATTN YOLONDA VELASQUEZ
2812 S BUSINESS HWY 281
EDINBURG, TX 78539

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 20, 2011

Gateway Printing & Office Supply, Inc. **Via Certified: 7099-3220-0002-9744-7546**
Attn: Junior Cordero, Acct. Rep.
315 S. Closner
Edinburg, Texas 78539

Re: Sixty (60) Day Extension- **C-10-025-02-16 (aka E-11-068-01-25)**
"Printing Services And Related Supplies For Hidalgo County Departments

Dear Mr. Cordero:
Commissioners' Court will take applicable action **(Thursday, December 29, 2011)** in connection with Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed and processed, at the same rate, term and conditions.

This notice will be sent via email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Thursday, December 29, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than **10:00 a.m., Wednesday, December 21, 2011 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide **Certificate of Insurance** (if applicable) as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement 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,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-025-02-16

THIS CONTRACT is made and entered into this **16th** day of **February, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Gateway Printing & Office Supply, Inc.** a **Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTED ITEMS 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.

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 beginning **February 16, 2010** and ending on **February 15, 2011.** Hidalgo County at its sole discretion may 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 and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the

County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Gateway Printing & Office** **315 S. Closner** **Edinburg, Texas 78539**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's 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:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name: Junior Cordero

Title: Account Executive

APPROVED BY COMMISSIONES COURT: 02/16/2010

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "B"
VENDOR'S BID

Request for Bids No 2010-025-01-27-YZV

Printed Items and Related Supplies

Awarded by Sections: Gateway Printing based on unit price and extended to reflect minimum quantity.

Department
SECTION II DISTRICT COURTS:
District Court 206TH
SECTION IV JUSTICE OF THE PEACE
JP PRECINCT 3 PLACE 1
SECTION VI ALL DEPARTMENTS
Public Defenders Office
Juvenile Justice Center
WIC Office

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Gateway Printing & Office Supply, Inc James Cook

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
WIC OFFICE			
APPOINTMENT/NOTICE SLIPS	20,000	0.04105	821.00
PROGRESS NOTES	5000 10000 20000	0.03201 0.02353 0.01971	160.05 235.30 394.15
BORDER COLONIA ACCESS PROGRAM			
LETTERHEAD PAPER	2 BOXES	87.10	174.20
BUSINESS CARDS	2BXS OF 500	45.95	91.90
ENVELOPES W/SEAL/LOGO W/WINDOW	1BX OF 500		153.00
H.I.D.T.A. TASK FORCE			
ENVELOPES W/SEAL/LOGO W/WINDOW	4BXS OF 500	94.80	379.20
LETTERHEAD PAPER	4 REAMS	72.60	294.40
BUSINESS CARDS	9 BXS OF 500	41.35	372.15
MAILING LABELS			
VEHICLE IMPOUNDMENT REPORT	500	0.2917	145.85
RECEIPT FOR FORMS	500	0.2387	119.35
INVESTIGATIVE FILE JACKET-LIGHT BLUE		No Bid	No Bid
INVESTIGATIVE FILE JACKET – CANARY YELLOW		No Bid	No Bid
DIVIDERS MULTI COLORED LABELED	400 SETS OF 8	No Bid	No Bid
NAME PLATES		No Bid	No Bid

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Gateway Printing & Office Supply, Inc - Jomar Cook

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLES PRECINCT 3 CONTINUATION:			
BUSINESS CARDS 1/0 250's In 2 Colors	8 BXS OF 250	NB	NB
BUSINESS CARDS	2 BXS OF 1,000	51.50	102.00
WARNING FLYERS	750 SHEETS	0.3334	250.05
ADVERTENCIA FLYERS	750 SHEETS	0.3334	250.05
WARNING NOTICE TO VACATE	0.29533	0.29533	221.50
TICKET BOOK	40 BOOKS	13.19	527.60
OFFICIAL RECEIPT FOR CONSTABLES FEES	20 Books	31.55	631.00
NOTICE/AVISO – DOOR HANGER CARD	500	0.316	158.00
CONSTABLES PRECINCT 4:			
LETTERHEAD PAPER	2 REAMS 1000	0.1968	196.80
NOTICE/AVISO – DOOR HANGER CARD	2,000	0.1196	239.20
ENVELOPE W/ CONSTABLE SEAL/LOGO	2 BXS OF 500	0.26135	261.35
BUSINESS CARD		45.95	367.60
VEHICLE IMPOUND AND INVENTORY RECORD	50 books	6.45	322.50
TICKET BOOK	40 BOOKS	12.42	496.80

SECTION II-DISTRICT COURTS:

Description	Estimated Quantity	Unit Price	Total Price
206TH DISTRICT COURT:			
LETTERHEAD PAPER	2 REAMS	95.56	191.00
ORDER OF RELEASE/ORDER OF COMMITMENT	2,000	0.24065	481.30
ENVELOPES W/SEAL/LOGO	2BXS OF 500	117.10	234.20
JUROR'S HANDVOOK PAMPHLETS	1,000	0.21435	214.35
BUSINESS CARDS	1,000		51.50
JUROR TAGS	14	NB	NB

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: Gateway Printing & Office Supply, Inc — Jason Cook

SECTION IV – JUSTICE OF THE PEACE:

Description	Estimated Quantity	Unit Price	Total Price
JUSTICE OF THE PEACE PRECINCT 3 PLACE 1:			
Business Cards – 3 ½" x 2", Raised Lettering Blue w/gold foil seal single sided print-500 per box-Landscape layout	5 Sets of 500	88.00	440.00
Business Cards – 3 ½" x 2", Raised Lettering Blue /red single sided print-500 per box-Portrait layout	4 Sets of 500	42.00	168.00
Warrant Notice Postcards-5½"x3½" Post Card, Double Sided Print, Black and Red Ink, Flat Print	2000	0.09733	194.65
Official Courtesy Notice Postcards - 5½"x3½" Post Card, Double Sided Print, Black and Red Ink, Flat Print	2000	0.09733	194.65
Envelopes - 9½"x4" Envelopes, Blue and Gold Ink Flat Print, No Window, Peel and Seal, 500 per box	2000	0.14718	294.25
Memorandum of Papers Filed Envelopes - 9½"x4 Envelopes, 60# Fluorescent Red Stock, Black Flat Print, 500 per box	2000	0.15475	309.50
CERTIFICATE OF VITAL RECORD PAPER – Size 8.5"x11" Page Size, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)(Banknote Paper)	UNABLE TO ORDER Special Water Mark PAPER		
CERTIFICATE OF VITAL RECORD PAPER – Size - 8½" X 14" Legal Page, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)(Banknote Paper)			
CRIMINAL MANILA FOLDERS- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print,1,000 per box	1000	0.2134	213.40

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV

BID PAGE

Vendor: Gateway Printing & Office Supply Inc James Cook

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
PLANNING DEPARTMENT CONTINUATION:			
RECEIPT BOOK – PRECINCT 3	27 BOOKS	NB	NB
RECEIPT BOOK – PRECINCT 4	30 BOOKS	NB	NB
CULVERT INSTALLATION WORK ORDER	12 BOOKS	NB	NB
PUBLIC DEFENDER'S OFFICE:			
BUSINESS CARDS	19 BXS OF 500	40.00	760.00
LETTERHEAD PAPER	4 REAMS	118.50	474.00
ENVELOPES W/SEAL/LOGO-W/WINDOW	8 BXS OF 500	70.45	563.60
ENVELOPES W/SEAL/LOGO-NO WINDOW	8 BXS OF 500	70.45	563.60
JUVENILE JUSTICE CENTER:			
LETTERHEAD PAPER	10 REAMS	44.00	440.00
VISITOR'S LABELS	10,000 SHEETS	46.96	469.00
MAILING LABELS	5,000 SHEETS	58.60	293.00
BUSINESS CARDS	1 BX OF 500		45.95
ENVELOPES W/SEAL/LOGO	20BXS OF 500	59.00	590.00
POLICY AND PROCEDURES MANUAL	20 BKS	45.40	908.00
ANNUAL REPORT	100 BKS	5.19	519.00
TREASURER'S DEPARTMENT:			
BUSINESS CARDS	2 BXS OF 500	NB	NB
ENVELOPES W/SEAL/LOGO	25 BXS OF 500	NB	NB
LETTERHEAD PAPER	1 REAM	NB	NB
COUNTY CLERKS OFFICE			
RECREATIONAL FISHING REGULATIONS CARDS	1,000	NB	NB

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV

BID PAGE

Vendor: GATEWAY Printing & OFFICE SUPPLY, INC - JONES Cook

BIDDER/COMPANY NAME: GATEWAY Printing & OFFICE SUPPLY, INC - JONES - Cook

ADDRESS: 315 So. CLOSNER

CITY/STATE/ZIP CODE: Edinburg, TX 78539

PHONE №: 956-383-3861 FAX №: 956-383-4674

CELLULAR №: 952-821-3126 email: NONE

AUTHORIZED SIGNATURE: Junior Cordero

PRINTED NAME: JUNIOR CORDERO

TITLE: ACCOUNT MANAGER

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 12/06/10

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

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

GATEWAY PRINTING AND OFFICE SUPPLY INC
315 S CLOSNER
EDINBURG TX 78539

336-266-2

COMPANIES AFFORDING COVERAGE

COMPANY A: FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY					
[X] COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	$ 2,000,000
[ ] CLAIMS MADE [X] OCCUR	9421779	12/01/11	12/01/12	PRODUCTS - COMP/OP AGG	$ 2,000,000
[ ] OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	$ 1,000,000
				EACH OCCURRENCE	$ 1,000,000
				FIRE DAMAGE (Any one fire)	$ 100,000
AUTOMOBILE LIABILITY				MED EXP (Any one person)	$
[X] ANY AUTO				COMBINED SINGLE LIMIT	$ 1,000,000
[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
[ ] SCHEDULED AUTOS	9421779	12/01/11	12/01/12	BODILY INJURY (Per accident)	$
[X] HIRED AUTOS				PROPERTY DAMAGE	$
[X] NON-OWNED AUTOS					
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
				EACH ACCIDENT	$
				AGGREGATE	$
EXCESS LIABILITY					
[X] UMBRELLA FORM	9421779	12/01/11	12/01/12	EACH OCCURRENCE	$ 2,000,000
[ ] OTHER THAN UMBRELLA FORM				AGGREGATE	$ 2,000,000
					$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	$
				EL DISEASE - POLICY LIMIT	$
OTHER				EL DISEASE - EA EMPLOYEE	$

IPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

IFICATE HOLDER

362

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeffrey Ebeltoft, PRESIDENT

25-S (11/95)

© ACORD CORPORATION 1988

EXHIBIT "A-1"
(ADDENDUM #1)

PURCHASING DEPARTMENT
County Of Hidalgo

January 19, 2010

RE: ADDENDUM NO.1
FOR RFB No: 2010-02S-01-27-YZV
"PRINTED ITEMS & RELATED SUPPLIES"HIDALGO COUNTY

Dear Sir or Madam:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Bids **"PRINTED ITEMS & RELATED SUPPLIES".**

Please add this **ADDENDUM NO.1** to your Request for Bids so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yolanda.velasquez@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO.1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"PRINTED ITEMS & RELATED SUPPLIES-HIDALGO COUNTY".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: Jeannie Cowden
ADDENDUM NO1
ACKNOWLEDEMENT OF RECEIPT

GATEWAY Printing - James Cook
Firm Name

MLS/yzv
Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO.1

JANUARY 19, 2010

HIDALGO COUNTY
"PRINTED ITEMS & RELATED SUPPLIES"

RFB No. 2010-025-01-27-YZV

Please note the following Information for RFB No. 2010-025-01-27-yzv

1. Please add Under Section VI: COUNTY JUDGE'S OFFICE

Description	Qty	Special Instructions
Business Cards – 3 ½" x 2", Raised Lettering Blue w/gold foil seal single sided print-500 per box	1 box of 250	9 persons/1 bx per ea of 250
Letterhead Paper – 8.5"x11" 25% Cotton Paper, Raised lettering w/gold Ink Seal		Needed toward end of 2010

2. Please make the following notations for the following items:

Description	
Section I: Constables	**Replace with:**
Precinct No. 1	Warning Card – Self Stick
Precinct No.3	Letterhead paper-8.5"X 11" LINEN Paper
Precinct No. 4	Letterhead paper-8.5"x11" 25% COTTON Paper
	Envelopes w/logo/seal-25% Cotton
All Constables	Tickets – ALL DIFFERENT BACK SIDE PRINTING
Section II: District Courts:	
206th	Letterhead paper 8.5"x11" 25% COTTON Paper
	Envelopes w/logo/seal-25% Cotton
398th	Letterhead paper 8.5"x11" 25%COTTON Paper
449th	Letterhead Paper 8.5"x11" Linen Paper
Section III: Commissioner	
Precinct 3	Letterhead paper 8.5"x11" Linen paper
Section V: District Attorney	
District Attorney	Letterhead paper 8.5"x11" -25% COTTON Paper
	Manila Folder-Special die cut end

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

EXHIBIT "A-2"
(ADDENDUM #2)

PURCHASING DEPARTMENT
County Of Hidalgo

January 19, 2010

RE: ADDENDUM NO.2
FOR RFB No: 2010-025-01-27-YZV
"PRINTED ITEMS & RELATED SUPPLIES"HIDALGO COUNTY

Dear Sir or Madam:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Bids **"PRINTED ITEMS & RELATED SUPPLIES".**

Please add this **ADDENDUM NO.2** to your Request for Bids so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yolanda.velasquez@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO.2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your RFB packet for **"PRINTED ITEMS & RELATED SUPPLIES-HIDALGO COUNTY".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: Juanita Cordero
ADDENDUM NO 2
ACKNOWLEDEMENT OF RECEIPT

GATEWAY Printing - James Cook
Firm Name

MLS/yzv
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 20, 2011

E.A. Stone dba Gulf Data Products
Attn: Kevin Kanipe
810 E. Harrison
Harlingen, Texas 78550

Via Certified: 7099-3220-0002-9744-7553

Re: Sixty (60) Day Extension- **C-10-025A-02-16 aka E-11-068A-01-25**
"Printing Services And Related Supplies For Hidalgo County Departments"

Dear Mr. Kanipe :
Commissioners' Court will take applicable action **(Thursday, December 29, 2011)** in connection with Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed and processed, at the same rate, term and conditions.

This notice will be sent via email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Thursday, December 29, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department so as to attach to agenda item for approval, by no later than **10:00 a.m., Wednesday, December 21, 2011 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an **updated Certificate of Insurance** (if applicable) as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement 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,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-025A-02-16

THIS CONTRACT is made and entered into this **16th** day of **February, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **E. A. Stone Inc. dba/Gulf Data Products** a **Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTED ITEMS 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.

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 beginning **February 16, 2010** and ending on **February 15, 2011.** Hidalgo County at its sole discretion may 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 products/orders will be shipped FOB Hidalgo County Offices.

6. 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.

7. 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.

8. 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.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. 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.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. 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.

13. Any notice required or permitted to be given hereunder shall be in writing and

shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**E. A. Stone, Inc.** **DBA/Gulf Data Products** **810 E. Harrison** **Harlingen, Texas 78550**

14. 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.

15. 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 without cause with thirty day's written notice.

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 _____, 2010.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: GULF DATA PRODUCTS

By:_____

Printed Name: KEVIN KNIPE

Title: PRESIDENT

APPROVED BY COMMISSIONES COURT: 02/16/2010

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "B"
VENDOR'S BID

Request for Bids No 2010-025-01-27-YZV

Printed Items and Related Supplies

Award by Sections: Gulf Data Products based on unit price and extended to reflect minimum quantity.

Department
SECTION I CONSTABLES
Precinct 1,2,3&4
SECTION II DISTRICT COURTS
District Court 139th 398th and 449th
SECTION III COMMISSIONERS
Precinct 3
SECTION IV JUSTICE OF THE PEACE
JP Precinct 1Place 1
SECTION V – DISTRICT ATTORNEY
District Attorney
SECTION VI ALL DEPARTMENTS
Adult Probation
Veterans Services
County Auditors
Planning Department
Treasurer's Department
Human Resources
Tax Office
Health & Human Services
H.I.D.T.A. Task Force
Border Colonia Access Program

OPENED
9:44 AM
JAN 27 2010
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

SECTION I – CONSTABLES:

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLES PRECINCT 1:			
BUSINESS CARDS	7 BXS. OF 500	39.00	273.00
FIELD CONTACT CARD	2,000	32.00M	64.00
BUILDING CHECK CARD	500	53.80	53.80
WARNING CARD	2,000	87.80M	175.60
NOTICE/AVISO DOOR HANGER CARD	5,000	77.90M	389.50
VEHICLE IMPOUNDMENT	100 BOOKS	3.96BK	396.00
H.C. CONSTABLE WARNING BOOK	200 BOOKS	2.64BK	528.00
TICKET BOOK	200 BOOKS	5.69BK	1138.00
OFFICIAL RECEIPT FOR CONSTABLES FEES	10 BOOKS	25.90BK	259.00
CONSTABLE PRECINCT 2:			
LETTERHEAD PAPER	2 BXS OF 5,000	249.50BX	499.00
BUSINESS CARDS	3 BXS OF 1,000	89.00BX	267.00
BUSINESS CARDS	4 BXS OF 1,000	32.00BX	128.00
ENVELOPES W/ CONSTABLE SEAL/LOGO	4 BXS OF 500	19.70BX	78.80
OFFICIAL RECEIPT FOR CONSTABLES FEES	20 BOOKS	19.45BK	389.00
TICKET BOOK	50 BOOKS	6.18BK	309.00
WARNING FLYERS	4BXS OF 5,000	667.50BX	2670.00
ADVERTENCIA FLYERS	4 BXS OF 5,000	667.50BX	2670.00
CONSTABLES PRECINCT 3:			
LETTERHEAD PAPER	4 REAMS	44.75RM	179.00
NOTICE/AVISO-DOOR HANGER CARD	5,000	89.80M	449.00
ENVELOPES W/ CONSTABLE SEAL/LOGO	4BXS OF 500	69.75BX	279.00
VEHICLE IMPOUNDMENT	80 BOOKS	4.20BK	335.50

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

Description	Estimated Quantity	Unit Price	Total Price
CONSTABLES PRECINCT 3 CONTINUATION:			
BUSINESS CARDS	8 BXS OF 250	39.00	312.00
BUSINESS CARDS	2 BXS OF 1,000	45.00	90.00
WARNING FLYERS	750 SHEETS	.357 ST	269.00
ADVERTENCIA FLYERS	750 SHEETS	.357 ST	269.00
WARNING NOTICE TO VACATE 750 SHEETS	~~40 BOOKS~~	.357 ST	269.00
TICKET BOOK	40 BOOKS	12.36 BK	309.00
OFFICIAL RECEIPT FOR CONSTABLES FEES	10 BOOKS	25.90 BK	259.00
NOTICE/AVISO – DOOR HANGER CARD	500	.174 ea	87.00
CONSTABLES PRECINCT 4:			
LETTERHEAD PAPER	2 REAMS	49.50 RM	99.00
NOTICE/AVISO – DOOR HANGER CARD	2,000	111.25 MX	222.50
ENVELOPE W/ CONSTABLE SEAL/LOGO	2 BXS OF 500	77.50	155.00
BUSINESS CARD	500	42.00	42.00
VEHICLE IMPOUND AND INVENTORY RECORD	1000	177.00 MX	177.00
TICKET BOOK	40 BOOKS	7.30 BK	292.00

SECTION II-DISTRICT COURTS:

Description	Estimated Quantity	Unit Price	Total Price
206TH DISTRICT COURT:			
LETTERHEAD PAPER	2 REAMS	84.50 RM	169.00
ORDER OF RELEASE/ORDER OF COMMITMENT	2,000	152.50 MX	305.00
ENVELOPES W/SEAL/LOGO	~~2~~BXS OF 500	113.00 BX	226.00
JUROR'S HANDVOOK PAMPHLETS	1,000	.528 ea	528.00
BUSINESS CARDS	1,000	41.00	41.00
JUROR TAGS	14	1.95 ea	27.30

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

SECTION II: DISTRICT COURTS CONTINUATION:

Description	Estimated Quantity	Unit Price	Total Price
139TH DISTRICT COURT:			
BUSINESS CARDS	4 BXS OF 500	25.88 BX	103.50
LETTERHEAD PAPER	4 REAMS	36.75 RM	147.00
398TH DISTRICT COURT:			
LETTERHEAD PAPER	6 REAMS	98.50 RM	591.00
BUSINESS CARDS	5 BXS OF 500	84.95 BX	424.75
ENVELOPES W/SEAL/LOGO	6 BXS OF 500	116.34 BX	698.00
ORDER OF RELEASE/ORDER OF COMMITMENT	3,000	151.67 M	455.00
449TH DISTRICT COURT:			
ORDER OF RELEASE/ORDER OF COMMITMENT	500	.189 ea	94.50
BUSINESS CARDS	5 BXS OF 500	41.00	205.00
ENVELOPES W/SEAL/LOGO	1 BOX	.298 ea	149.00
LETTERHEAD PAPER	2 REAMS	71.00 M	142.00

SECTION III - COUNTY COMMISSIONERS:

Description	Estimated Quantity	Unit Price	Total Price
COMMISSIONER PRECINCT 3:			
BUSINESS CARDS	9 BXS OF 500	93.00	837.00
LETTERHEAD PAPER	2 BX - 500	136.00 BX	272.00
LETTERHEAD PAPER	2 BX - 500	73.00 BX	146.00
ENVELOPES W/SEAL/LOGO	2 BXS OF 500	40.50 BX	81.00
LANDFILL FORM	50 TABLETS	2.86 TAB	143.00
PARKING PERMIT	12 BOOKLETS	3.50 ea	42.00

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

SECTION IV – JUSTICE OF THE PEACE:

Description	Estimated Quantity	Unit Price	Total Price
JUSTICE OF THE PEACE PRECINCT 1 PLACE 1:			
APPLICATION FOR BIRTH OR DEATH RECORD	1000	.049 ea	49.00
MAGISTRATE'S WARNING	1000	.047 ea	47.00
COMMUNITY HOURS FORM	1000	.047 ea	47.00
PLAINTIFF'S ORIGINAL PETITION FORM	1000	.062 ea	62.00
INSTRUCTIONS FOR FILING SUIT FORM	1000	.062 ea	62.00
DRIVING SAFETY COURSE REQUEST	1000	.076 ea	76.00
APPLICATION FOR EMERGENCY COMMITMENT	1,000	.134 ea	134.00
LETTERHEAD PAPER	1 REAM	.135 ea	67.50
BUSINESS CARDS	2 BXS OF 500	65.00 BX	130.00
ENVELOPES W/ SEAL/LOGO NO WINDOW	2 BXS OF 500	34.43 BX	68.86
ENVELOPES W/SEAL/LOGO W/WINDOW	3 BXS OF 500	34.98 BX	69.96
PRINTED ENVELOPES	3 BXS OF 500	25.17 BX	75.51
CERTIFICATE OF VITAL RECORD PAPER-LETTER	1,000	1.46 ea	1460
CERTIFICATE OF VITAL RECORD PAPER-LEGAL	1,000	1.76 ea	1760

SECTION V - DISTRICT ATTORNEY:

Description	Estimated Quantity	Unit Price	Total Price
LETTERHEAD PAPER	20 REAMS	23.45 RM	469.00
BUSINESS CARDS	2 BXS OF 500	19.00 BX	38.00
BUSINESS CARDS	10 BXS OF 500	34.90 BX	349.00
WORTHLESS CHECK AFFIDAVIT	10,000	52.90 M	529.00
HOT CHECK MAILER ENVELOPE	15,000	191.95 M	2879.25
AUTHORIZATION FOR MEDICOLEGAL EXAM	500	.1623 ea	81.15

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

SECTION V: DISTRICT ATTORNEY CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
ENVELOPES W/SEAL/LOGO-CHECKS DEPT	10 BXS OF 500	18.25 BX	182.50
ENVELOPES W/SEAL/LOGO-MISDEMEANOR DEPT	20 BXS OF 500	17.125 BX	342.50
ENVELOPES W/SEAL/LOGO-NO WINDOW	8 BXS OF 500	16.50 BX	132.00
VICTIM IMPACT STATEMENT	5,000	.030 ea	154.00
RECEIPT	10,000	.0259 ea	259.00
CHECK WRITER FLYERS	3,000	.06633 ea	199.00
MISDEMEANOR COMPLAINTS	10,000	.08236 ea	823.60
CRIMINAL MANILA FOLDERS WITH DIE CUT	10BXS OF 1,000	.26 ea	2600.00
CRIMINAL MANILA FOLDERS	10BXS OF 1,000	.275 ea	2750.00

SECTION VI: ALL DEPARTMENTS:

Description	Estimated Quantity	Unit Price	Total Price
VETERANS SERVICES:			
LETTERHEAD PAPER	2 REAMS	104.50	209.00
BUSINESS CARDS	4 BXS OF 500	44.00	176.00
BUSINESS CARDS	2 BXS OF 500	47.00	94.00
COUNTY AUDITORS:			
LETTERHEAD PAPER	2 REAMS	42.00 RM	84.00
LETTERHEAD PAPER	2 REAMS	42.00 RM	84.00
PLANNING DEPARTMENT:			
APPROVED APPLICATION 7600	LATE 2010	.0354 ea	269.00
RECEIPT BOOKS-PRECINCT 1	27 BOOKS	17.29 BK	466.83
RECEIPT BOOKS-PRECINCT 2	66 BOOKS	13.50 BK	891.00

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
PLANNING DEPARTMENT CONTINUATION:			
RECEIPT BOOK – PRECINCT 3	27 BOOKS	17.29BK	466.83
RECEIPT BOOK – PRECINCT 4	30 BOOKS	16.99BK	509.70
CULVERT INSTALLATION WORK ORDER	12 BOOKS	12.67BK	152.00
PUBLIC DEFENDER'S OFFICE:			
BUSINESS CARDS	19 BXS OF 500	37.50 BX	712.50
LETTERHEAD PAPER	4 REAMS	89.75RM	359.00
ENVELOPES W/SEAL/LOGO-W/WINDOW	8 BXS OF 500	105.25BX	842.00
ENVELOPES W/SEAL/LOGO-NO WINDOW	8 BXS OF 500	105.25BX	842.00
JUVENILE JUSTICE CENTER:			
LETTERHEAD PAPER	10 REAMS	26.90RM	269.00
VISITOR'S LABELS	10,000 SHEETS	.1395	1395.00
MAILING LABELS	5,000 SHEETS	.1786	893.00
BUSINESS CARDS	1 BX OF 500	38.00BX	38.00
ENVELOPES W/SEAL/LOGO	20BXS OF 500	17.00BX	340.00
POLICY AND PROCEDURES MANUAL	20 BKS	43.00BK	860.00
ANNUAL REPORT	100 BKS	6.93	693.00
TREASURER'S DEPARTMENT:			
BUSINESS CARDS	2 BXS OF 500	32.00BX	64.00
ENVELOPES W/SEAL/LOGO	25 BXS OF 500	32.50BX	812.50
LETTERHEAD PAPER	1 REAM	69.00RM	69.00
COUNTY CLERKS OFFICE			
RECREATIONAL FISHING REGULATIONS CARDS	1,000	1.39ea	1390.00

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
COUNTY CLERKS OFFICE			
RECREATIONAL HUNTING REGULATIONS CARDS	1,000	1.39 ea	1390.00
BUSINESS CARDS 1-	500	37.50 BX	37.50
BUSINESS CARDS 1-	500	37.50 BX	37.50
ENVELOPES W/SEAL/LOGO-W/WINDOW	40 BXS OF 500	15.38 BX	615.20
ENVELOPES W/SEAL/LOGO-NO WINDOW	40 BXS OF 500	16.48 BX	659.20
ENVELOPES W/SEAL/LOGO-W/WINDOW	40 BXS OF 500	16.48 BX	659.20
LETTERHEAD PAPER	30 REAMS	23.27 RM	698.10
CERTIFICATE OF WITHDRAWAL FROM BUSINESS	10,500	.05095 ea	535.00
ASSUMED NAME CERTIFICATE	10,500	.056 ea	589.00
NEWLY WED LETTER	10,000	.0349 ea	349.00
SCRATCH PADS SQUARE CORNERS	500 PADS	.594 PD	297.00
HUMAN RESOURCES:			
BUSINESS CARDS	6 BXS OF 500	43.00 BX	258.00
ENVELOPES W/SEAL/LOGO-NO WINDOW	4 BXS OF 500	163.50 BX	654.00
INTERVIEW WORKSHEET	5,000	.0238 ea	119.00
INTERVIEW SELECTION FORM	5,000	.0254 ea	127.00
LETTERHEAD PAPER	20 REAMS	86.00 RM	1720.00
DRAINAGE EMPLOYMENT APPLICATION	4,000	.06975 ea	279.00
COUNTY OF HIDALGO EMPLOYMENT APPLICATION 2 PAGES	12,000	53.25 M SETS	639.00
SHERIFF EMPLOYMENT APPLICATION 10 PAGES	10,000	179.00 M SETS	1790.00
SICK LEAVE DONATION FORM	4,000	23.75 M	95.00
H.C. EMPLOYEE MANUALS	3,500	6.0715 A	21,250
H.C. PERSONNEL POLICY MANUAL	1,500	3.1933 ea	4790.00

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
TAX OFFICE:			
BUSINESS CARDS	60 bxs of 500	36.00BX	2160.00
LETTERHEAD PAPER	20 reams of 500	57.00RM	1140.00
LETTERHEAD PAPER	20 reams of 500	57.00 RM	1140.00
ENVELOPES AUTOMOBILE L.W/WINDOW	100 bxs of 500	16.25BX	1625.00
ENVELOPES W/SEAL/LOGO W/WINDOW	20 bxs of 500	17.00BX	340.00
ENVELOPE W/SEAL/LOGO W/WINDOW TAX A	400 bxs of 500	9.48BX	3792.00
ENVELOPE W/SEAL/LOGO NO WINDOW AUTO/LIC	50 bxs of 500	16.49BX	824.50
ENVELOPE W/SEAL/LOGONO WINDOW W/RETURN ADDRESS	10 bxs of 500	18.50BX	185.00
ENVELOPES W/SEAL/LOGO NO WINDOW	30 bxs of 500	17.49BX	524.70
ENVELOPES W/SEAL/LOGO BROWN DOUBLE PRONT METAL CLASP	10 bxs of 100	44.90BX	449.00
ENVELOPES W/SEAL/LOGO BROWN W/GUMMED SEAL	10 bxs of 500	133.90BX	1339.00
HEALTH AND HUMAN SERVICES:			
ENVELOPES W/SEAL/LOGO NO WINDOW	80 BXS OF 500	13.78BX	1102.40
LETTERHEAD PAPER	20 REAMS	45.45RM	909.00
RECEIPT BOOKS	130 BOOKS	9.60BK	1248.00
APPLICATION FOR ON SITE SEWAGE FACILITIES	4,000	.08 ea	320.00
TECHNICAL INFORMATION FOR ON-SITE	4,000	.08 ea	320.00
AUTHORIZATION TO CONSTRUCTION	4,000	.08 ea	320.00
SOIL EVALUATION REPORT INFORTMATION	4,000	.0355ea	142.00
FOOD SERVICE INSPECTION	6,000 TO 8,000 YEARLY	.1415ea	849.00
ON SITE SEWAGE INSPECTION REPORT	4,000	.11 ea	440.00
SERVICES OFFERED PAMPHLET-ENGLISH	30,000	.0745ea	2235.00

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
HEALTH & HUMAN SERVICES:			
SERVICES OFFERED PAMPHLET – SPANISH	30,000	.0745ea	2235.00
KEEP YOUR GERMS ...-ENGLISH	30,000	.0183ea	549.00
CONTENGA SU GERMENENES...-SPANISH	30,000	.0183ea	549.00
STOP THE FLU	30,000	.0183ea	549.00
ALTO A LA GRIPE	30,000	.0183ea	549.00
ADULT PROBATION DEPARTMENT:			
APPOINTMENT CARDS	6,000	.0615ea	369.00
PROBATIONER ACKNOWLDEGMENT FORM	2,000	.0295ea	59.00
INITIAL ASSESSMENT FORM	1,000	.059ea	59.00
COURT INFORMATION FORM	1,200	.0434ea	52.08
COMMUNITY SERVICE RESTITUTION ID CARD	4,000	.062ea	248.00
COURT NOTES	2,000	.0295ea	59.00
COMMUNITY SERVICE RESTITUTION PROGRAM RULES	2,000	.0295ea	59.00
AUTHORIZATION TO RELEASE INFORMATION	2,000	.0295ea	59.00
EMPLOYMENT SEARCH FORM	1,000	.052ea	52.00
FAMILY HISTORY INFORMATION	6,000	.0315ea	189.00
FIELD VISIT LOG	2,000	.0295ea	59.00
GUN CONTROL ACT	3,000	.02367ea	71.01
GUIDELINES FOR PAYMENT TO THE ACCT.	6,000	.0315ea	189.00
HOME VISIT CARDS	1,000	.092ea	92.00
INTAKE CHECKLIST	3,000	.02367ea	71.01
LEAVE REQUEST	2,000	.0295ea	59.00
INTAKE APPTL REFERRAL	3,000	.035ea	105.00

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
ADULT PROBATION CONTINUATION			
MONTHLY REPORT –BY MAIL	3,000	.035 ea	105.00
MONTHLY REPORT – IN PERSON	3,000	.02367 ea	71.00
OFFICE RULES AND REGULATIONS	3,000	.0350 ea	105.00
PROBATIONER ACKNOWLEDGMENT FORM	3000	.02367	71.00
PERSONAL DATA FORM	2,000	.044 ea	88.00
PROBATIONER MONTHLY REOPORT SIGN IN	1,000	.052 ea	52.00
PAYMENT SCHEDULE	1,500	.04767 ea	71.50
RECEPTIONIST SLIPS	1,000	.0765 ea	76.50
RECORDS CONTROL UNIT PROCESSING CHECKLIST	3,000	.02367 ea	71.00
R.C.U. INTAKE FILE TRACKING FORM	3,000	.02367 ea	71.00
REFERRAL CARDS	1,000	.082 ea	82.00
REASSESSMENT FORM	1,000	.064 ea	64.00
TCIC/NCIC REQUEST	500	.0862 ea	43.00
SIGN IN ROSTER	500	.108 ea	54.00
SCANNING CHECKLIST	3,000	.02367 ea	71.00
TEAS DPS INQUIRY LOG	4,000	.021375 ea	85.50
TELEPHONE MESSAGE	4,000	.021375 ea	85.50
TRAVEL PERMIT SLIPS	3,000	.0350 ea	105.00
TELEPHONE LOG	1,500	.0367 ea	55.00
WEBSITE LOG	2,000	.02975 ea	59.50
ENVELOPES W/SEAL/LOGO NO WINDOW	4BXS OF 500	21.375 BX	85.50
ENVELOPES W/SEAL/LOGO W/WINDOW	4BXS OF 500	26.00 BX	104.00
PRE-NUMBERED RECEIPTS	60,000	17.60 M	1056.00

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED IT EMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV
BID PAGE

Vendor: GULF DATA PRODUCTS

SECTION VI: ALL DEPARTMENTS CONTINUATION

Description	Estimated Quantity	Unit Price	Total Price
WIC OFFICE			
APPOINTMENT/NOTICE SLIPS	20,000	.03935ea	787.00
PROGRESS NOTES	1000	.052ea	52
BORDER COLONIA ACCESS PROGRAM			
LETTERHEAD PAPER	2 BOXES	91.00BX	182.00
BUSINESS CARDS	2BXS OF 500	39.00BX	78.00
ENVELOPES W/SEAL/LOGO W/WINDOW	1BX OF 500	154 BX	154.00
H.I.D.T.A. TASK FORCE			
ENVELOPES W/SEAL/LOGO W/WINDOW	4BXS OF 500	105. RM	420.00
LETTERHEAD PAPER	4 REAMS	85.00RM	340.00
BUSINESS CARDS	9 BXS OF 500	36.00BX	324.00
MAILING LABELS	500	133.50	133.50
VEHICLE IMPOUNDMENT REPORT	500	.206ea	103.00
RECEIPT FOR FORMS	500	.15ea	75.00
INVESTIGATIVE FILE JACKET-LIGHT BLUE	1000	757.00	757.00
INVESTIGATIVE FILE JACKET – CANARY YELLOW	1000	757.00	757.00
DIVIDERS MULTI COLORED LABELED	400 SETS OF 8	1.23SET	492.00
NAME PLATES		125.00	125.00

EXHIBIT "B"
HIDALGO COUNTY
"PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2010-025-01-27-YZV

BID PAGE

Vendor: GULF DATA PRODUCTS

BIDDER/COMPANY NAME: KEVIN KANIPE - GULF DATA PRODUCTS
ADDRESS: 810 E. HARRISON
CITY/STATE/ZIP CODE: HARLINGEN TX 78550
PHONE №: 800-825-5395 **FAX №:** 956-425-5535
CELLULAR №: 956-802-7467 **email:** gulfdata2@sbcglobal.net
AUTHORIZED SIGNATURE: Kevin Kanipe
PRINTED NAME: KEVIN KANIPE
TITLE: PRESIDENT

PURCHASING DEPARTMENT
County Of Hidalgo

January 19, 2010

RE: ADDENDUM NO.1
FOR RFB No: 2010-025-01-27-YZV
"PRINTED ITEMS & RELATED SUPPLIES"HIDALGO COUNTY

Dear Sir or Madam:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Bids **"PRINTED ITEMS & RELATED SUPPLIES".**

Please add this **ADDENDUM NO.1** to your Request for Bids so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO yolanda.velasquez@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO.1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"PRINTED ITEMS & RELATED SUPPLIES-HIDALGO COUNTY".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO1
ACKNOWLEDEMENT OF RECEIPT

GULF DATA PRODUCTS
Firm Name

MLS/yzv
Enclosures

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2011

PRODUCER
RICK VILLARREAL INS AGENCY
2116 W University Dr
Edinburg, TX 78539
(956) 383-7001

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
E.A. Stone Inc.
DBA Gulf Data Products
810 E Harrison
Harlingen, TX 78550
956-421-5711

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Farmers Insurance Exchange	
INSURER B: Farmers Truck Insurance Exchange	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [x] POLICY [ ] PRO-JECT [ ] LOC	60191-95-32	05-18-11	05-18-12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		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	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under SPECIAL PROVISIONS below	A07076872	04-18-11	04-18-12	[ ] WC STATU-TORY LIMITS [x] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY
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

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EXHIBIT "A-1"
(ADDENDUM #1)

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO.1

JANUARY 19, 2010

HIDALGO COUNTY
"PRINTED ITEMS & RELATED SUPPLIES"

RFB No. 2010-025-01-27-YZV

Please note the following Information for RFB No. 2010-025-01-27-yzv

1. Please add Under Section VI: COUNTY JUDGE'S OFFICE

Description	Qty	Special Instructions
Business Cards – 3 ½" x 2", Raised Lettering Blue w/gold foil seal single sided print-500 per box	1 box of 250	9 persons/1 bx per ea of 250
Letterhead Paper – 8.5"x11" 25% Cotton Paper, Raised lettering w/gold Ink Seal	1000	Needed toward end of 2010

92.00 | BX

.182 ea
182.00

2. Please make the following notations for the following items:

Description	
Section I: Constables	**Replace with:**
Precinct No. 1	Warning Card – Self Stick
Precinct No.3	Letterhead paper-8.5"X 11" LINEN Paper
Precinct No. 4	Letterhead paper-8.5"x11" 25% COTTON Paper
	Envelopes w/logo/seal-25% Cotton
All Constables	Tickets – ALL DIFFERENT BACK SIDE PRINTING
Section II: District Courts:	
206th	Letterhead paper 8.5"x11" 25% COTTON Paper
	Envelopes w/logo/seal-25% Cotton
398th	Letterhead paper 8.5"x11" 25%COTTON Paper
449th	Letterhead Paper 8.5"x11" Linen Paper
Section III: Commissioner	
Precinct 3	Letterhead paper 8.5"x11" Linen paper
Section V: District Attorney	
District Attorney	Letterhead paper 8.5"x11" -25% COTTON Paper
	Manila Folder-Special die cut end

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1
JANUARY 19, 2010

HIDALGO COUNTY
"PRINTED ITEMS & RELATED SUPPLIES"

Description	
Section VI: All Departments	
Auditors	Letterhead paper-8.5"x11" 25% Cotton
Juvenile	Letterhead paper-8.5"x11" 25% Cotton
	Linen Cover for Juvenile Annual Report Booklet
	Labels – Gold Ink
Treasures	Envelope special size window
County Clerk	Fishing and Hunting – Vinyl/Plastic Card stock
	Letterhead 8.5"x11" -25% COTTON Paper
	Scratch Pad – Rounded Corners
Human Resources	Letterhead 8.5"X11" Linen paper foil seal
Tax Office	Letterhead paper-8.5"x11" 25% Cotton
	Envelope special Size Window-"Automobile& License Envelope w/window
Health & Human	Letterhead paper-8.5"x11" Linen Paper
	80# Standard Gloss Paper for Pamphlet (Blue)
HIDTA	Letterhead paper-8.5"x11" 25% Cotton

I, Ken Haney, acknowledge receipt of ADDENDUM No.1 dated January 19, 2010 for RFB No 2010-025-01-27-YZV-Hidalgo County-"PRINTED ITEMS & RELATED SUPPLIES."

GULF DATA PRODUCTS
Printed Bidder's Name

1-26-10
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE REQUEST FOR BIDS.

EXHIBIT "A-2"
(ADDENDUM #2)

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO.2

JANUARY 19, 2010
HIDALGO COUNTY
"PRINTED ITEMS & RELATED SUPPLIES"

RFB No. 2010-025-01-27-YZV

Please note the following Information for RFB No. 2010-025-01-27-yzv

1. Please add Under Section IV: JUSTICE OF THE PEACE

Description	Estimated Qty	Special Instructions
Business Cards – 3 ½" x 2", Raised Lettering Blue w/gold foil seal single sided print-500 per box-Landscape layout	1 box of 500	5 persons/1bx Per ea of 500 93.00 BX
Business Cards – 3 ½" x 2", Raised Lettering Blue /red single sided print-500 per box-Portrait layout	4 box es of 500	39.00 BX
Warrant Notice Postcards-5½"x3½" Post Card, Double Sided Print, Black and Red Ink, Flat Print	2,000	79.00
Official Courtesy Notice Postcards - 5½"x3½" Post Card, Double Sided Print, Black and Red Ink, Flat Print	2.000	79.00
Envelopes - 9½"x4" Envelopes, Blue and Gold Ink Flat Print, No Window, Peel and Seal, 500 per box	4 boxes of 500	229.00
Memorandum of Papers Filed Envelopes - 9½"x4 Envelopes, 60# Fluorescent Red Stock, Black Flat Print, 500 per box	4 boxes of 500	354.44
CERTIFICATE OF VITAL RECORD PAPER – Size 8.5"x11" Page Size, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)(Banknote Paper)	250	1160.00
CERTIFICATE OF VITAL RECORD PAPER – Size - 8½" X 14" Legal Page, single sided print (PLEASE REFER TO SAMPLE) (NUMBERED)(Banknote Paper)	500	1260.00
CRIMINAL MANILA FOLDERS- Legal Size, Folder Stock, End tab, ½ Cut Folders w/ black ink print,1,000 per box	1000	650.60

I, KEVIN KNIPE / Kevin Knipe, acknowledge receipt of ADDENDUM No.1 dated January 19, 2010 for RFB No 2010-025-01-27-YZV-Hidalgo County-"PRINTED ITEMS & RELATED SUPPLIES."

GULF DATA PRODUCTS
Printed Bidder's Name

1-20-10
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE REQUEST FOR BIDS.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Yolanda Velasquez

From: Kevin Kanipe [mailto:Gulfdata2@sbcglobal.net]
Sent: Monday, February 22, 2010 2:26 PM
To: Yolanda Velasquez
Subject: Re: Certificated of Insurance

The company does not own any delivery vehicles. These items will be delivered UPS and probably FedEx ground delivery. If you have anymore questions please feel free to contact me. Thanks
Kevin Kanipe
Gulf Data Products
(956) 421-5711
gulfdata2@sbcglobal.net

---- Original Message -----

From: Yolanda Velasquez
To: 'Kevin Kanipe'
Sent: Monday, February 22, 2010 11:51 AM
Subject: RE: Certificated of Insurance

Good morning Kevin

Here I go again with the Insurance. I went ahead and submitted all the information to the attorney and he is requesting the Auto Ins. Is there any way that you can provide auto insurance?

AI-30294 **14. F.**

CC CONSENT

Meeting Date: 12/29/2011

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance and approval of the "Designation Of Insurance Carrier's Austin Representative Form (DWC-027)" as submitted by TriStar in connection to Contract #C-10-266-12-13 (aka E-11-272-09-27 as it was extended and approved for an additional year on 09/27/11) as it is related to the legal portion of the agreement, more specifically, 2.3 of Article 2: Definitions; and

2. The approval for County Judge, Elected Official, Executive Officer and or an authorized County Representative to sign the document.

BACKGROUND

Tristar Risk Management being the County's Workers Comp. Insurance Carrier has sent notification that the attached form designating Thornton, Biechlin, Segrato, Reynolds & Guerra, L.C. as the County's Austin Workers' Comp. needs to be signed and filed with the Tx. Dept. Of Insurance, Division Of WC by a County Representative. In addition for clarification purposes, this law firm's information was included and submitted in the RFP's response from TriStar Risk Management.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact. Signature of form is required only.

Attachments

Form and Correspondence

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/21/2011 03:55 PM
Budget & Management	Merlen P. Munoz	12/21/2011 04:31 PM
Ivan Cantu	Ivan Cantu	12/21/2011 04:55 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Vangie Garcia Started On: 12/21/2011 11:40 AM

Final Approval Date: 12/22/2011

Texas Department of Insurance
Division of Workers' Compensation
7551 Metro Center Drive, Suite 100 • MS-96
Austin, TX 78744-1645
(512) 804-4000 phone • (512) 804-4346 fax

Designation of Insurance Carrier's Austin Representative

Fax to the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at the number shown above

I. INSURANCE CARRIER INFORMATION

1. Insurance Carrier's Name	2. Insurance Carrier's Group Affiliation (if applicable)
Hidalgo County	None
3. Insurance Carrier's Primary Mailing Address (Street or PO Box, City State Zip)	
Tristar Risk Management, 5151 Flynn Parkway, Suite 301, Corpus Christi, Texas 78411	
4. Insurance Carrier's Federal Employer ID Number (FEIN)	**5. Insurance Carrier's TXCOMP Customer ID Number** (if known)
74-6000717	

II. AUSTIN REPRESENTATIVE INFORMATION

6. Austin Representative's Name (First, Middle, Last)	7. Austin Representative's Organization Name
Kelly Schneidewind	Thornton, Biechlin, Segrato, Reynolds & Guerra, L.C.
8. Austin Representative's Mailing Address (Street or PO Box, City State Zip)	**9. Austin Representative's E-mail Address**
912 S. Capital of Texas Highway, Suite 300, Austin, Texas 78746	AustinRepresentative@thorntonfirm.com
10. Austin Representative's Telephone Number	**11. Austin Representative's Fax Number**
(512) 329.6666	(512) 327.4694
12. Austin Representative's Federal Employer ID Number (FEIN)	**13. Austin Representative's TDI-DWC Box Number** (if known)
74-2654059	21

IV. INSURANCE CARRIER AFFIRMATION

By signing below, I am attesting that I am authorized by the insurance carrier listed above to act on its behalf.

The undersigned insurance carrier designates the above named person as its Austin representative and authorizes this person to act as its agent for receiving notices, letters, and other correspondence from the TDI-DWC.

By signing below, the insurance carrier acknowledges that it is responsible for the acts or omissions of its designated representative and the representative's designee(s), if any, as listed on the DWC Form-030. The insurance carrier affirms that any contract or agreement with the Austin representative includes provisions that the workers' compensation information involved in TDI-DWC communications remains subject to the confidentiality requirements of Subtitle A, Title 5, Texas Labor Code (Texas Workers' Compensation Act) and that the Austin representative and its designee(s), if any, shall store all such workers' compensation claim information in a secure environment with all appropriate security and privacy safeguards so as to prevent unauthorized access to or disclosure of the information.

14. Signature of Insurance Carrier's Austin Representative Coordinator		For TDI-DWC Use Only
15. Coordinator's Printed Name		
16. Date of Signature	17. Coordinator's Telephone Number ( )	

NOTE: With few exceptions, upon your request, you are entitled to be informed about information TDI-DWC collects about you; receive and review the information (Government Code, §§552.021 and 552.023); and have TDI-DWC correct information that is incorrect (Government Code, §559.004).

Evangelina Garcia

From: flora.vazquez [flora.vazquez@co.hidalgo.tx.us]
Sent: Monday, December 19, 2011 3:43 PM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: martha.salazar@co.hidalgo.tx.us
Subject: WC Attorney

This is the email I received from the Adjuster. It's the Division (TDI/Division of workers' comp.) that changed protocol....

From: Kelly Schneidewind [mailto:KSchneidewind@thorntonfirm.com]
Sent: Thursday, December 15, 2011 4:18 PM
To: Hortencia Morrin
Subject: DWC-27 Forms - Requesting Signature
Importance: High

Good afternoon,

I have been informed by the division that, due to change in protocol, the Austin Representative can no longer sign these forms on the Carrier's behalf. As such, I have re-drafted the attached DWC-27 form for the representative with Hidalgo County's signature. Please forward to me once you have signed and I will file with the Division. These are due no later than **December 20, 2011.**

Thank you for your attention to this matter.

Kelly Schneidewind
Paralegal to Brandi Prejean and Kimberly Bishop
Workers' Comp Austin Rep Coordinator
Thornton, Biechlin, Segrato, Reynolds & Guerra, L.C.
912 S. Capital of Texas Highway, Suite 300
Austin, Texas 78746
Phone: 512.329.6666 / Fax: 512.327.4694
Dedicated Austin Representative Fax: 512.327.7291
E-mail: KSchneidewind@thorntonfirm.com

Flora Vazquez, Employee Benefits Division

Dept. of Budget & Management
2818 S. BS HWY 281
Edinburg, TX 78539
O (956) 318-2663

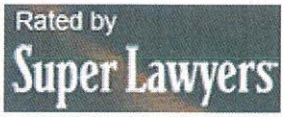
F (956) 318-2610

Evangelina Garcia

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, December 21, 2011 11:04 AM
To: 'Martha Salazar'
Cc: yvette.islas@co.hidalgo.tx.us; 'Evangelina Garcia'; flora.vazquez@co.hidalgo.tx.us; 'Darlene Betancourt'
Subject: RE: Requesting Signature

Yes

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us



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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, December 21, 2011 11:01 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: yvette.islas@co.hidalgo.tx.us; 'Evangelina Garcia'; flora.vazquez@co.hidalgo.tx.us; 'Darlene Betancourt'
Subject: RE: Requesting Signature
Importance: High

Ms. Josie:

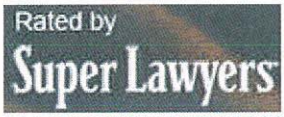
Does it need to be placed on CC agenda for said action.

Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, December 21, 2011 10:09 AM
To: 'Martha Salazar'
Cc: yvette.islas@co.hidalgo.tx.us; 'Evangelina Garcia'; flora.vazquez@co.hidalgo.tx.us; 'Darlene Betancourt'
Subject: RE: Requesting Signature

Since the County is self insured, the County is the insurer. It looks like the County Judge needs to sign the form on the County's behalf or designate someone who is authorized to sign for the County (as the designated "coordinator").

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us



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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, December 20, 2011 2:47 PM
To: 'Josephine Ramirez'
Cc: yvette.islas@co.hidalgo.tx.us; 'Evangelina Garcia'; flora.vazquez@co.hidalgo.tx.us; 'Darlene Betancourt'
Subject: FW: Requesting Signature
Importance: High

Dear Mrs. Solis:

We ask that you review the attached documentation and comment on the County's next step in connection with our current Quality Claims Administration Services for Worker's Compensation provider Tristar's request with a "change

of protocol" related to legal representation. We ask that is the County obligated to sign this new protocol documentation or is this an issue between the provider and the law firm. Just need clarification. Your points of contact are Ms. Flora Vazquez and Ms. Vangie Garcia.

Yours truly,

Marty

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Tuesday, December 20, 2011 2:19 PM
To: 'Martha Salazar'
Subject: FW: Requesting Signature

Ms. Marty,

Please see attached email with "change of protocol, " RFP, Tristar submittal, Agreement/current renewal for Ms. Josie's review and comment on Tristar's request that Hidalgo County sign the form.

Yvette S. Islas
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

-2nd attempt-

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, December 19, 2011 3:49 PM
To: 'Yvette Islas'
Subject: FW: Requesting Signature

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

From: flora.vazquez [mailto:flora.vazquez@co.hidalgo.tx.us]
Sent: Monday, December 19, 2011 2:01 PM

To: evangelina.garcia@co.hidalgo.tx.us
Cc: dina.trevino@co.hidalgo.tx.us; 'Sergio Cruz'; jose.jackson@co.hidalgo.tx.us
Subject: Requesting Signature

Good afternoon Vangie,

I was informed by the county's workers' comp. insurance carrier, Tristar Risk Management, that the attached form designating Thornton, Biechlin, Segrato, Reynolds & Guerra, L.C. as the County's Austin Workers' Comp.needs to be signed and filed with TX Dept. of Insurance, Division of WC by a county representative. This law firm is named in the agreement between Tristar Risk Management. Please review and advise…

Flora Vazquez, Employee Benefits Division

Dept. of Budget & Management
2818 S. BS HWY 281
Edinburg, TX 78539
O (956) 318-2663

F (956) 318-2610

AI-30287 **14. G.**

CC CONSENT

Meeting Date: 12/29/2011

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Construction Change Order No. 4 a decrease in the amount of ($70.35) with Mission Paving Company, Inc. #C-10-363-01-11 (contracted vendor for "Tower Road Phase II Project") reflecting the quantities of materials used less, and with authority for County Judge to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-049-0-731

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

BUDGETARY IMPACT:

PO #653954

CO#3 CC 08/30/11 AI-28262

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/21/2011 10:38 AM
Budget & Management	Merlen P. Munoz	12/21/2011 11:29 AM
Roland Garcia	Rolando Garcia	12/21/2011 01:56 PM
Auditor's Office	Angela Garcia	12/22/2011 04:41 PM

Form Started By: Yolanda Cisneros Started On: 12/20/2011 05:14 PM

Final Approval Date: 12/22/2011

CHANGE ORDER NUMBER FOUR (4)

Project: **TOWER ROAD PHASE 2 ROAD AND DRAINAGE IMPROVEMENTS PROJECT**

DATE OF ISSUANCE: 12/27/2011 EFFECTIVE DATE: 12/27/2011 12/29/11

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-10-363-01-11

CONTRACTOR: Mission Paving Company, Inc.
P.O. Box 949
Mission, Texas 78573

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You ar directed to make the following changes in the Contract Documents.

Description:
1. Reconciliation of project quantities
2.
3.
4.
5.
6.
7

Reason for Change Order:
1. Material used was less than project quantities ($70.35).
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 285,312.10		Original Contract Time for Substantial Completion: 120 calendar days or dates
Net Changes from previous Change Order $ (266.21)		Net Change from previous Change Orders 30 calendar days
Contract Price prior to this Change Order $ 285,045.89		Contract Time prior to this Change Order Substantial Completion: 150 calendar days or dates
Net Increase(decrease) of this Change Order $ (70.35)		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 284,975.54	Net % increase(decrease)from original contract price. -0.12%	Contract Time with all approved Change Orders Substantial Completion: 150 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 12/16/11

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 12-16-11

Exhibit E-B