AI-33343 **2. A.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2012 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 07-27-12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/19/2012 03:17 PM
Veronica Ortiz	Veronica Ortiz	07/27/2012 01:19 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Rene Perez Started On: 07/19/2012 01:05 PM

Final Approval Date: 07/27/2012

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 7/19/2012

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 2-1100-415-40-180-001-0

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
535	POSTAGE	661	MINOR OFFICE FURNITURE & EQUIP	$9,600.00
535	POSTAGE	745	COMPUTER EQUIPMENT	$3,200.00
			TOTAL	$12,800.00

REASON: To pay for some up coming needed expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE ATTEST COUNTY CLERK

P.O. Box 58 / 100 N. Closner, Edinburg, Texas, 78540
956.318.2100 ~ fax 956.318.2105
www.hidalgocountyclerk.us

AI-33287 **2. B.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1284-423-00-280-042-1-XXX

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

BUDGETARY IMPACT:

Funds are available as of 7/17/12.

Attachments

LIT SCAAPFY11

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/17/2012 02:23 PM
Budget & Management	Merlen P. Munoz	07/18/2012 03:52 PM
Veronica Ortiz	Veronica Ortiz	07/27/2012 11:35 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/17/2012 02:03 PM

Final Approval Date: 07/27/2012

DATE: July 17, 2012

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: SCAAP FY2011

ACCOUNT NUMBER: 2-1284-423-00-280-042-1-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1284-423-00-280-042-1-	748- Other equipment	→	2-1284-423-00-280-042-1-	665- Minor computer equip.	935.00
					$935.00

REASON: To place money in correct line item.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-33406 **2. C.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office East Substation (1342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-423-00-280-036-0-XXX

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

BUDGETARY IMPACT:

Balance in object code #720 as of 07/25/12 is $113,298.00.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/25/2012 09:59 AM
Budget & Management	Merlen P. Munoz	07/26/2012 03:04 PM
Ana Galvan	Ana Galvan	07/27/2012 11:25 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Emilia Uriegas Started On: 07/25/2012 09:46 AM

Final Approval Date: 07/27/2012

DATE: **July 25, 2012**

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

DEPARTMENT NAME: **Sheriff Substation Pct. 1**

ACCOUNT NUMBER: **2-1342-423-00-280-036-0-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
2-1342-423-00-280-036-0-720	Buildings	→	2-1342-423-00-280-036-0-711	Right-of-Way	60.00
		→			
		→			
		→			
		→			
		→			
					$60.00

REASON: To provide funding for recording fees for the electric utility easement (Magic Valley Electric Cooperative, Inc.)

and water utility easement (North Alamo Water Supply Corporation) for the Sheriff's Substation project.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-33286 **2. D.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 07/26/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/17/2012 02:08 PM
Budget & Management	Merlen P. Munoz	07/18/2012 03:51 PM
Ana Galvan	Ana Galvan	07/26/2012 04:52 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Myra Montoya Started On: 07/17/2012 01:55 PM

Final Approval Date: 07/27/2012

DATE: 7/30/2012

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 2-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
2-1100-421-00-280-001-0-	667- MINOR SOFTWARE	➔	2-1100-421-00-280-001-0-	584- REGISTRATION FEES	$4,000.00
2-1100-421-00-280-001-0-	667- MINOR SOFTWARE		2-1100-421-00-280-001-0-	631- BOTTLED WATER	$1,000.00
		T O T A L			**$5,000.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE REMAINDER OF FISCAL YEAR.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

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

AI-33240 **2. E.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1228)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1228-421-00-280-006-0-XXX

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

BUDGETARY IMPACT:

$15,840.00 - Balance as of 07/25/12.

Attachments

Line Item Tranfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/12/2012 03:08 PM
Budget & Management	Merlen P. Munoz	07/13/2012 01:15 PM
Ana Galvan	Ana Galvan	07/26/2012 10:33 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Emilia Uriegas Started On: 07/12/2012 02:42 PM

Final Approval Date: 07/27/2012

DATE: **July 12, 2012**

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

DEPARTMENT NAME: **Sheriff Federal Sharing--US Treasury**

ACCOUNT NUMBER: **2-1228-421-00-280-006-0-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
2-1228-421-00-280-006-0-584	Registration Fees	→	2-1228-421-00-280-006-0-442	Rental of Equipment and Vehicles	3,600.00
		→			
		→			
		→			
		→			
		→			
					$3,600.00

REASON: To provide funding for leasing of vehicle for the officer assigned to the OCDETF grant.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-33253 **2. F.**

CC CONSENT

Meeting Date: 07/31/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-012-2-601

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

BUDGETARY IMPACT:

Funds available as of 07/26/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/13/2012 01:57 PM
Ana Galvan	Ana Galvan	07/26/2012 10:53 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Mike Escaname Started On: 07/13/2012 01:28 PM

Final Approval Date: 07/27/2012

Date: July 13, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-012-2-XXX - IMM DIV LOCAL
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)
2-1293-441-00-340-012-2-601	OFFICE & COMPUTER SUPPL	2-1293-441-00-340-012-2-603	EDUCATION/INSTRUCTION SUPP
			Amount

Reason: Line item transfer needed to fund anticipated expenditures.

Available Balance on 07/13/12 ----------> 601 071312

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AMOUNT
$6,200.00
$ 6,200.00

AI-33255 **2. G.**

CC CONSENT

Meeting Date: 07/31/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/26/2012

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/13/2012 03:00 PM
Ana Galvan	Ana Galvan	07/26/2012 11:12 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Mike Escaname Started On: 07/13/2012 02:02 PM

Final Approval Date: 07/27/2012

Date: July 13, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 2-1100-441-00-340-003-0-XXX CLINICS
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO	
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)
2-1100-441-00-340-003-0-336	COMPUTER SERVICES	2-1100-441-00-340-003-0-661	MINOR OFFICE FURN & EQUIP
			Amount

Reason: Funds needed to meet anticipated expenditures.

Available balance on 07/13/12 ----------> Obj 336 071312

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AMOUNT
$ 1,000.00
$ 1,000.00

AI-33301 **2. H.**

CC CONSENT

Meeting Date: 07/31/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/27/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 11:29 AM
Ana Galvan	Ana Galvan	07/27/2012 10:47 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Mike Escaname Started On: 07/18/2012 09:52 AM

Final Approval Date: 07/27/2012

Date: July 18, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-005-0-XXX H.D. ADM
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1293-441-00-340-005-0-604	MEDICAL & LAB SUPPL	2-1293-441-00-340-005-0-745	COMPUTER EQUIPMENT	$1,000.00
			Amount	$ 1,000.00

Reason: Needed to cover anticipated expenditures.

Account Balance on 07/18/12 ----------> 

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-33276 **2. I.**

CC CONSENT

Meeting Date: 07/31/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/26/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/17/2012 11:28 AM
Ana Galvan	Ana Galvan	07/26/2012 11:44 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Dairen Sarmiento Started On: 07/17/2012 09:01 AM

Final Approval Date: 07/27/2012

DATE: 7-16-12
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: ***HUMAN SERVICES***
ACCOUNT NUMBER: 2-1100-444-00-240-001-0-XXX

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	Office & Computer Supplies	529	Surety & Notary Bonds	$ 71.00
			TOTAL	$ 71.00

Reason: Notary Public renewal

Dairen Sarmiento
Department Head Signature

Date

7/31/2012
Approved Commissioners' Court

Date

Attest County Clerk

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

AI-33326 **2. J.**

CC CONSENT

Meeting Date: 07/31/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 07-27-12

Attachments

line item trf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 04:11 PM
Veronica Ortiz	Veronica Ortiz	07/27/2012 01:14 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Dairen Sarmiento Started On: 07/18/2012 03:57 PM

Final Approval Date: 07/27/2012

DATE: 7-18-12
DEPARTMENT HEAD: Dairen Sarmiento
DEPARATMENT NAME: ***HUMAN SERVICES***
ACCOUNT NUMBER: 2-1100-444-00-240-001-0-

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: 2-1100-444-00-240-001-0-

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	Office Supplies	810	dues and memberships	$ 500.00

reason: TIHCA DUES

TOTAL $ 500.00

Dairen Sarmiento 7/31/2012
Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

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

AI-33452 **2. K.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Dairen Sarmiento Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 07-27-12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/26/2012 03:57 PM
Ana Galvan	Ana Galvan	07/27/2012 11:28 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Veronica Ortiz Started On: 07/26/2012 03:03 PM

Final Approval Date: 07/27/2012

DATE: **July 31, 2012**

DEPARTMENT HEAD: **Eddie Olivarez**

DEPARTMENT NAME: **Health & Human Services**

ACCOUNT NUMBER: **2-1100-444-00-240-001-0-XXX**

SUBJECT: **Intra Department Transfer**

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**
601	Office & Computer Supplies	**583**	Travel Out of County	**373.50**
			TOTAL	**373.50**

REASON: **Funds needed to cover travel for employee.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-33299 **2. L.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Sergio Cruz Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Budget & Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-14-115-001-0-xxx

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

BUDGETARY IMPACT:

Available balance as of 07/18/12:
Obj. code - 339 = $18,517.76
Obj. code - 748 = $ 2,000.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 08:41 AM
Veronica Ortiz	Veronica Ortiz	07/27/2012 11:35 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Angela Garcia Started On: 07/18/2012 08:27 AM

Final Approval Date: 07/27/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 07/18/12

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: BUDGET & MGMT.

ACCOUNT NUMBER: 2-1100-415-14-115-001-0-XXX

CONTACT PERSON: ANGELA GARCIA

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
339	OTHER PROF. SERV	780	CAPITAL LEASES	2,500.00
748	OTHER EQUIP.	743	OFFICE FURN. & EQUIP.	2,000.00
			TOTAL	4,500.00

REASON: PURCHASE SHREDDER AND PAY COPY MACHINES TILL YEAR END

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-33329 **2. M.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Sergio Cruz Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - DBM Workers' Comp. (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-2202-419-50-115-065-0-XXX

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

BUDGETARY IMPACT:

AVAILABLE BALANCE AS OF 07/27/12 = $7,608.50

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 04:14 PM
Ana Galvan	Ana Galvan	07/27/2012 11:02 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Angela Garcia Started On: 07/18/2012 04:05 PM

Final Approval Date: 07/27/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 07/18/12

DEPARTMENT HEAD: SERGIO CRUZ

DEPARTMENT NAME: DBM - WORKERS COMP.

ACCOUNT NUMBER: 2-2202-419-50-115-065-0-XXX

CONTACT PERSON: ANGELA GARCIA

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
745	COMPUTER EQUIP.	626	FUEL	4,000.00
			TOTAL	4,000.00

REASON: FUEL FOR COUNTY VEHICLES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-33260 **2. N.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Adult Detention Facility (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-21-280-002-0-

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

BUDGETARY IMPACT:

Available account balance as of 07-27-12

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/16/2012 12:20 PM
Budget & Management	Merlen P. Munoz	07/17/2012 02:16 PM
Veronica Ortiz	Veronica Ortiz	07/27/2012 11:34 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Virginia Rodriguez Started On: 07/13/2012 04:39 PM

Final Approval Date: 07/27/2012

DATE: 7/30/2012

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-21-280-002-0-	343-LAUNDRY & DRY CLEANING	2-1100-423-21-280-002-0-	661 MINOR OFFICE FURNITURE AND EQUIP.	1,200.00

AI-33322 **2012 Intradept.(line item) Transfers 2. O.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2012 - Texas AgriLIFE Extension (1100)

BACKGROUND

Attachments

Transfers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 04:09 PM
Ana Galvan	Ana Galvan	07/27/2012 10:50 AM
Purchasing Department	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Nora Linda Cruz Started On: 07/18/2012 03:28 PM

Final Approval Date: 07/27/2012

DATE: **July 18, 2012**

DEPARTMENT HEAD: **Barbara Storz**

DEPARTMENT NAME: **TEXAS AGRILIFE EXTENSION**

ACCOUNT NUMBER: **2-1100-461-00-380-001-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
442	Equip & Vehicle Rentals	**601**	Office & Computer Supplies	**646.79**
442	Equip & Vehicle Rentals	**583**	Travel Out of County	**$500.00**
442	Equip & Vehicle Rentals	**584**	Registration Fees	**200.00**
442	Equip & Vehicle Rentals	**432**	Equip & Vehicle R&M Service	$200.00
535	Postage	**601**	Office & Computer Supplies	766.32
535	Postage	**631**	Bottled Water	$25.00
			TOTAL	**2,338.11**

REASON: **To properly classify expenditures needed in various accounts for vehicle repairs, vehicle inspection and upkeep. upkeep. Also needed for Out of County Travel, Registration Fees and office supplies needed to be ordered. ordered.**

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-33296 **2. P.**

CC CONSENT

Meeting Date: 07/31/2012

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

Department: WIC

Information

CAPTION

2012 - WIC (1292)

BACKGROUND

L/T

2.1292.441.00.350.012.2

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1292-441-00-350-012-2-211

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

BUDGETARY IMPACT:

Available balance as of 07/26/12.

There will be insufficient funds to cover salaries and related fringe benefit expenditures throughout the grant period. Funds from the WIC Admin account will be used to cover those expenditures. This matter was discussed with Benito Luna from the Auditor's office.

See attached salary analysis.

Attachments

intradepartmental transfer

salary analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 09:19 AM
Rosalinda Cantu	Rosie Cantu	07/27/2012 10:54 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Margarita Gonzalez Started On: 07/18/2012 07:50 AM

Final Approval Date: 07/27/2012

DATE:	07/18/12
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER:	2-1292-441-00-350-012-2- REGISTERED DIETICIAN
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO			
ACCOUNT NUMBER		Account Name	ACCOUNT NO.(S)		ACCOUNT NAME	AMOUNT
2-1292-441-00-350-012-2-	211	Health Insurance	2-1292-441-00-350-012-2-	230	Retirement	500.00
					Total	500.00

To cover expenditures in retirement benefits.

WIC REGISTERED DIETICIAN GRANT

Salary Analysis Worksheet

as of 07/27/12

AI 33296

Acct No: 2-1292-441-00-350-012-2-XXX

Object Code	Acct. Description	2012 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance		Lapsed Salaries & Fringes
113	Regular Full-Time	$43,284.00	$1,664.77	5.5	$9,156.23	($1,208.67)		($10,364.90)
211	Health Insurance	$4,164.00	$173.50	4.0	$694.00	$938.00		$244.00
212	Life Insurance	$27.00	$2.25	2.0	$4.50	$4.50		$0.00
220	FICA	$3,311.00	$127.35	5.5	$700.40	$135.42		($564.98)
230	Retirement	$4,307.00	$165.65	5.5	$911.10	($363.61)		($1,274.71)
250	Unemployment	$216.00	$8.31	5.5	$45.69	($3.05)		($48.74)
260	Workers Comp	$0.00	$0.00	5.5	$0.00	$0.00		$0.00
TOTAL		$55,309.00	$2,141.83	-	$11,511.92	($497.41)		($12,009.33)

GRANT PERIOD: 10/01/11 TO 09/30/12
TOTAL PAY PERIODS REMAINING: 5.5
PAY PERIODS: 16 TO 21

AI-33320 **2. Q.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2012 - Justice Crt. Tech (1242)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1242-412-00-060-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 07-27-12.

Attachments

Intra-Dept

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 04:06 PM
Veronica Ortiz	Veronica Ortiz	07/27/2012 01:10 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Edna Kirby Started On: 07/18/2012 03:19 PM

Final Approval Date: 07/27/2012

DATE: July 31, 2012

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 2-1242-412-00-060-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	Justice Crt Tech-Equip&Veh R&M SRV	532	Justice Crt Tech-Wireless Devices	$270.90
			TOTAL	**$270.90**

REASON: **Tranfer monies to the correct object code to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-33317 **2. R.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY COURT #3 (PROBATE)

Information

CAPTION

2012 - Probate Court (1243)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1243-412-00-023-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07-27-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 04:03 PM
Veronica Ortiz	Veronica Ortiz	07/27/2012 01:56 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Angela Garcia Started On: 07/18/2012 02:50 PM

Final Approval Date: 07/27/2012

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 07/18/12

DEPARTMENT HEAD: HOMERO GARZA

DEPARTMENT NAME: PROBATE COURT

ACCOUNT NUMBER: 2-1243-412-00-023-002-0-XXX

CONTACT PERSON: LYDIA BARRIENTES

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	831	COURT COSTS & INVEST.	2,900.00
			TOTAL	2,900.00

REASON: Funds needed for appointment of master for probable cause hearing on mental commitment.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-33280 **2. S.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Naomi DeSmith Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: COUNTY COURT #7

Information

CAPTION

2012 - CCL #7 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-027-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/26/12.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/17/2012 01:02 PM
Ana Galvan	Ana Galvan	07/26/2012 01:53 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Sylvia Solis Started On: 07/17/2012

Final Approval Date: 07/27/2012

DATE: July 17, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court At Law #7

ACCOUNT NUMBER: 2-1100-412-00-027-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	780	CAPITAL LEASES	3,026.16
			TOTAL	3,026.16

REASON:
Intradepartmental Transfer to fund Xerox Lease expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-33271 **2. T.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2012 - J.P. Pct. 2, Pl. 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-063-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/26/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/16/2012 03:56 PM
Ana Galvan	Ana Galvan	07/26/2012 11:28 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Monica Badillo Started On: 07/16/2012 03:40 PM

Final Approval Date: 07/27/2012

7/31/12 33271

DATE: JULY 16, 2012

DEPARTMENT HEAD: BOBBY CONTRERAS

DEPARTMENT NAME: JUSTICE OF THE PEACE, PCT. 2, PL. 1

ACCOUNT NUMBER: 2-1100-412-00-063-001-0

Contact Person: Ofelia Ortiz Flores Phn: (956)784-3540

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE		AMOUNT
583	TRAVEL OUT OF COUNTY	550	PRINTING & BINDING	$1,000.00
			TOTAL	$1,000.00

REASON NOT ENOUGH MONIES ON ACCOUNT

Bobby Contreras
DEPARTMENT HEAD SIGNATURE

07 16 12
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-33436 **2. U.**

CC CONSENT

Meeting Date: 07/31/2012

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

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/27/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/26/2012 08:04 AM
Ana Galvan	Ana Galvan	07/27/2012 11:52 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Anthony Webber Started On: 07/25/2012 04:16 PM

Final Approval Date: 07/27/2012

DATE: July 30, 2012 **MEETING REQUEST DATE:** July 31, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI# 33436

DEPARTMENT NAME: PCT #1 Road & Bridge

ACCOUNT NUMBER: 2-1200-431-00-121-005-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2	-1200	-431	-00	-121	-005	-0	672	EQUIP. & VEH R&M SUPP	2	-1200	-431	-00	-121	-005	-0	640	REFERENCE MATERIALS	255.03
2	-1200	-431	-00	-121	-005	-0	339	OTHER PROF. SERV	2	-1200	-431	-00	-121	-005	-0	432	EQUIP. & VEH. R&M SERV.	2,000.00
2	-1200	-431	-00	-121	-005	-0	672	EQUIP. & VEH R&M SUPP	2	-1200	-431	-00	-121	-005	-0	601	OFFICE SUPPLIES	1,500.00
2	-1200	-431	-00	-121	-005	-0	672	EQUIP. & VEH R&M SUPP	2	-1200	-431	-00	-121	-005	-0	664	OTHER MINOR EQUIP.	400.00
2	-1200	-431	-00	-121	-005	-0	339	OTHER PROF. SERV	2	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	2,500.00
2	-1200	-431	-00	-121	-005	-0	346	HUALING & FREIGHT SER.	2	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	3,500.00
2	-1200	-431	-00	-121	-005	-0	679	OTHER R&M SUPPLIES	2	-1200	-431	-00	-121	-005	-0	673	R&B R&M SUPPLIES	3,000.00
																		13,155.03

REASON: FUNDS NEEDED TO REPAIR VEHICLES & EQUIPMENT, ADDITIONAL FUNDS NEEDED FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-33292 **2. V.**

CC CONSENT

Meeting Date: 07/31/2012

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

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 Park (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/26/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/17/2012 04:36 PM
Ana Galvan	Ana Galvan	07/27/2012 09:13 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Anthony Webber Started On: 07/17/2012 04:23 PM

Final Approval Date: 07/27/2012

DATE: July 30, 2012 **MEETING REQUEST DATE:** July 31, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME PCT #1 PARKS

ACCOUNT NUMBER: 2-1100-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2	1100	452	00	121	013	0	612	RECREATIONAL SUPPLIES	2	1100	452	00	121	013	0	607	HSEHLD & JANITORIAL SUPPLIES	360.56
2	1100	452	00	121	013	0	619	OTHER MISC. SUPPLIES	2	1100	452	00	121	013	0	607	HSEHLD & JANITORIAL SUPPLIES	400.00
2	1100	452	00	121	013	0	630	FOOD	2	1100	452	00	121	013	0	607	HSEHLD & JANITORIAL SUPPLIES	192.88
2	1100	452	00	121	013	0	613	SAFETY SUPPLIES	2	1100	452	00	121	013	0	672	EQUIP & VEHICLE R & M SUPPLIES	300.00
2	1100	452	00	121	013	0	664	OTHER MINOR EQUIPMENT	2	1100	452	00	121	013	0	672	EQUIP & VEHICLE R & M SUPPLIES	400.00
2	1100	452	00	121	013	0	601	OFFICE & COMPUTER SUPPLIES	2	1100	452	00	121	013	0	748	OTHER EQUIPMENT	500.00
2	1100	452	00	121	013	0	540	ADVERTISING	2	1100	452	00	121	013	0	748	OTHER EQUIPMENT	300.00
2	1100	452	00	121	013	0	605	CLOTHING & UNIFORMS	2	1100	452	00	121	013	0	748	OTHER EQUIPMENT	122.90
2	1100	452	00	121	013	0	609	AGRICULTURAL & LANDSCAPING SUPPLIES	2	1100	452	00	121	013	0	748	OTHER EQUIPMENT	600.00
2	1100	452	00	121	013	0	671	BLDGS & OTHER STRUC R&M SUPPLIES	2	1100	452	00	121	013	0	442	EQUIP & VEHICLES RENTALS	200.00
2	1100	452	00	121	013	0	679	OTHER R & M SUPPLIES	2	1100	452	00	121	013	0	442	EQUIP & VEHICLES RENTALS	300.00
																		3,676.34

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

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-33451 **2. W.**

CC CONSENT

Meeting Date: 07/31/2012

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

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 San. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/27/2012.

Attachments

2012 - PCT#1 SAN (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/26/2012 03:07 PM
Ana Galvan	Ana Galvan	07/27/2012 12:00 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Robert Elizondo Started On: 07/26/2012 03:02 PM

Final Approval Date: 07/27/2012

DATE: July 30, 2012 **MEETING REQUEST DATE:**

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 SANITATION JE-

ACCOUNT NUMBER: 2-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2-	1100-	432-	00-	121-	001-	0-	431	BLDG & OTHER STRUC	2-	1100-	432-	00-	121-	001-	0-	432	EQUIP & VEH R&M SRV	$ 175.00
2-	1100-	432-	00-	121-	001-	0-	442	EQUIP & VEHICLE RENT.	2-	1100-	432-	00-	121-	001-	0-	432	EQUIP & VEH R&M SRV	$ 14.40
2-	1100-	432-	00-	121-	001-	0-	609	AGI & LANDSCAPING SU	2-	1100-	432-	00-	121-	001-	0-	432	EQUIP & VEH R&M SRV	$ 9.21
2-	1100-	432-	00-	121-	001-	0-	607	HSEHLD & JANITORIAL S	2-	1100-	432-	00-	121-	001-	0-	432	EQUIP & VEH R&M SRV	$ 131.83
2-	1100-	432-	00-	121-	001-	0-	619	OTHER MISC SUPPLIES	2-	1100-	432-	00-	121-	001-	0-	672	EQUIP & VEH R&M SUP	$ 650.00
																		980.44

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-33378 **2. X.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2012 - Pct. #2 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-767-1-899

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

BUDGETARY IMPACT:

Funds available as of 07-27-12.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/23/2012 04:51 PM
Veronica Ortiz	Veronica Ortiz	07/27/2012 03:46 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Marcie Jackson Started On: 07/23/2012 02:19 PM

Final Approval Date: 07/27/2012

DATE: July 23, 2012

2012
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 2 BCAP- (1312)

ACCOUNT NUMBER: 2-1312-431-00-122-767-1-899

AI-33378 07/31/12

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	VAL BAR ESTATES-CONTINGENCY	540	VAL BAR ESTATES-ADVERTISING	$1,000.00
			TOTAL	$1,000.00

REASON:
Transfer is needed for construction completion of project.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-33467 **2. Y.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Comm. Pct. 4 Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. 4 Rd Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2- 1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 07/27/12. See attached Salary analysis.

Attachments

Salary Analysis

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 03:33 PM
Rosalinda Cantu	Rosie Cantu	07/27/2012 03:54 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Sylvia Solis Started On: 07/27/2012 03:13 PM

Final Approval Date: 07/27/2012

HIDALGO COUNTY

PRECINCT NO. 4

SALARY SWEEP

As of 07/26/2012

		Amounts based on (BAP) Salary Schedule				SAGE					
ACCOUNT NO.	DEPARTMENT NAME	2012 BUDGETED SALARY	PAYROLL AMT. PER PAY PERIOD (C/26)	PP REMAINING	ESTIMATED REMAINING SALARIES PER YEAR	AVAILABLE BALANCE 07/26/2012	SALARIES OBJ. 113 (I-G)	FICA Obj. 220 7.65%	RETIRE. Obj. 230 9.95%	UNEMPL. Obj. 250 .50%	TOTAL SWEEP
2-1200-431-00-124-007-0	PCT4 ROAD MAINTENANCE	2,307,819.00	88,762.27	12	1,065,147.23	1,118,743.08	53,595.85	4,100.08	5,332.79	267.98	63,296.70
		2,307,819.00	**88,762.27**		**1,065,147.23**	**1,118,743.08**	**53,595.85**	**4,100.08**	**5,332.79**	**267.98**	**63,296.70**

DATE: July 27, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 4 Rd Maintenance

ACCOUNT NUMBER: 2- 1200-431-00-124-007-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REG F/T EMPLOYEES	890	OTHER	53,595.00
220	FICA	890	OTHER	4,100.00
230	RETIREMENT	890	OTHER	5,332.00
250	UNEMPLOYMENT COMP.	890	OTHER	267.00
			TOTAL:	**63,294.00**

REASON:
To transfer monies from lapsed salaries into operating (890) account.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-33424 **3. A.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Noe Montez, Pct. 1 Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 CO's 2010 A & B (1342):
Approval of 2012 interdeparmental transfer from Pct. 1 Roads, program #041, to Valdez St., program #106, in the amount of $60,000.00 to fund road materials expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-121-XXX-0-731

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

BUDGETARY IMPACT:

Funds available as of 7-26-12. Valdez St. is a new road project located in Monte Alto, TX within Pct. 1 boundaries. Program #106 was assigned by Auditor's office.

Attachments

Pct. 1 CO's 2010 interdept transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	07/27/2012 10:16 AM
Budget & Management	Merlen P. Munoz	07/27/2012 10:34 AM
Erika Zamora	Erika Zamora	07/27/2012 11:33 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Ivan Cantu Started On: 07/25/2012 02:06 PM

Final Approval Date: 07/27/2012

DATE: July 31, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

ACCOUNT NUMBER: 2-1342-431-00-121-XXX-0-731

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

2012

Interdepartmental Transfer

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:			
2-1342-431-00-121-041-0- 731	CO 2010 A & B-Pct. 1 Roads-	Roads	(60,000.00)
TO:			
2-1342-431-00-121-106-0- 731	CO 2010 A & B-Pct. 1-Valdez St.-	Roads	60,000.00

AI-33456 **2012 Interdepartmental Transfers 3. B.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 R&B (1200):
Approval of 2012 interdepartmental transfer within R&B Fund 1200 from program (006) to program (026) in the amount of $158,000.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds Available $735,432.02 as of 7/27/12

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 11:24 AM
Purchasing Department	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Katia Garcia Started On: 07/27/2012 11:14 AM

Final Approval Date: 07/27/2012

DATE: July 27, 2012

2012
TRANSFER
AI-33456

DEPARTMENT HEAD: Hector "Tito" Palacios

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

ACCOUNT NUMBER: 2-1200-431-00-122-XXX-0-XXX

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

Contact: Katia Garcia
Ph#: 956-787-1891 Ext. 2027

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
2-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	($158,000.00)
TO		
2-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	$158,000.00

AI-33414 **3. C.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Norma Ceballos Submitted By: Perla Lopez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #3 C.O. 2010 A&B (1342):
Approval of 2012 interdepartmental transfer from C.O. 2010 A&B La Homa (SH495-FM1924) and C.O. 2010 A&B Admin Facility to C.O. 2010 A&B Liberty/Tom Gil (US83-FM2221) and C.O. 2010 A&B US83/La Joya Relief Route in the total amount of $767,768.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-123-0XX-0-7XX

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

BUDGETARY IMPACT:
Available funds as of 7/26/12.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	07/26/2012 09:05 AM
Budget & Management	Merlen P. Munoz	07/26/2012 09:51 AM
Olga Garza	Olga Garza	07/27/2012 04:11 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Perla Lopez Started On: 07/25/2012 11:07 AM

Final Approval Date: 07/27/2012

INTER-DEPARTMENTAL TRANSFER

DATE: July 31, 2012

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management for Pct. #3 C.O. 2010A&B

ACCOUNT NUMBER: 2-1342-431-00-123-0XX-0-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

AI - 33414

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
2-1342-431-00-123-045-0-711	CO2010A&B-Pct3 La Homa(SH495-FM1924)-ROW	(567,768.00)
2-1342-431-00-123-089-0-720	CO2010A&B-Pct3 Admin Facility-Buildings	(200,000.00)
TO:		
2-1342-431-00-123-145-0-731	CO2010A&B-Pct3 Liberty/Tom Gil (US83-FM2221)-Rds	567,768.00
2-1342-431-00-123-189-0-841	CO2010A&B-Pct3 US83/LaJoya Relief Rt-Aid	200,000.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to cover expected expenditures for the Liberty/Tom Gil Rd Project (Refer to AI - 33418) and expected expenditures for the La Joya Relief Route Project.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-33327 **2012 Interdepartmental Transfers 3. D.**

CC CONSENT

Meeting Date: 07/31/2012

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 CO 2010:
Approval of 2012 interdepartmental transfer from Pct. #4 CO2010A&B Drainage Improvement (program 036) to Pct. #4 CO2010 A&B Drainage Improvement (program 049 & 051) in the amount of $8,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Funding available as of 7-19-12
2-1342-431-00-124-036-0-890-->2-1342-431-00-124-0XX-0-733 $8,000.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 04:12 PM
Manuel Chapa	Manuel Chapa	07/19/2012 10:51 AM
Purchasing Department	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Jr. Munoz Started On: 07/18/2012 04:01 PM

Final Approval Date: 07/27/2012

DATE: July 30, 2012

2012
Transfer

DEPARTMENT HEAD: Joseph Palacios

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

ACCOUNT NUMBER: 2-1342-431-00-124-036-0-890

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
2-1342-431-00-124-036-0-890	**CO2010A&B Pct4 Drain Improv.- Other**	**(8,000.00)**
To:		
2-1342-431-00-124-049-0-733	**CO2010A&B Pct4 North Branch Drain.- Drainage Ditches**	**$4,000.00**
2-1342-431-00-124-051-0-733	**CO2010A&B Pct4 Schunior Drain.- Drainage Ditches**	**$4,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover recording fees for the North Branch Drain and Schunior Drain projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ____/____/____

ATTEST COUNTY CLERK

AI-33412 **3. E.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Emilia Uriegas Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff's Office (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Sheriff's Office in the amount of $3,500.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 7/25/12 in acct # 2-1100-415-00-115-002-0-899.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/25/2012 11:14 AM
Manuel Chapa	Manuel Chapa	07/25/2012 03:40 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Erika Zamora Started On: 07/25/2012 10:47 AM

Final Approval Date: 07/27/2012

DATE: July 31, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Sheriff's Office

ACCOUNT NUMBER: 2-1100-4XX-00-XXX-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			
2-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(3,500.00)
TO			
2-1100-421-00-280-001-0- 741	SHERIFF	VEHICLES	3,500.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **To transfer funds received for an insurance settlement (AI-32693 CC 6-26-12) in the amount of $3,500.00 and replace the damaged vehicle.**

SIGNATURE

/ /

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

AI-33415 **4. A.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 07-31-12

Pct 2 & 4 Cert Plat & Utility Status 07-31-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/25/2012 11:31 AM
Olga Garza	Olga Garza	07/25/2012 04:06 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Irma Castillo Started On: 07/25/2012 11:15 AM

Final Approval Date: 07/27/2012

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	HENOC MACIAS	1-9199
2.	HENOC MACIAS	1-9200
3.	ISMAEL RODRIGUEZ	1-8822
4.	JULIO SALINAS	1-9198
	COMM. COURT: JULY 31, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-9199

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: Henoc Macias

Address: 4509 old La Blanca Rd.
Donna, TX 78537 - 8185

Phone: 956 533-7293

Water Supplier: NAWS

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
COUNTS 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 2/14/05);

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 LEONEL MADERA);

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

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

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

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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: 1-9199

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: Henoc Macias

Address: 809 Park Dr
Donna, TX 78537

Phone: 956-533-7293

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): 4509 old La Blanca Rd. Donna, TX 78537-8185 Lot 2 of Coultas Subdivision

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Henoc Macias
Requesting Party (Signature)

7/19/2012
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:

7/25/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9199
Jul. 19, 2012

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

C8420-00-000-0002-00

[1] OWNER: MACIAS, HENOC & NANCY L
809 PARK ST

DONNA TX 78537
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES
[5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
COULTAS LOT 2

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:25' N.SIDE:25' S. SIDE15'
MIN. ELEV. ABOVE TOP OF PAVEMENT 18"

Prepared by — Date: 7/19/12

Approved by — Date: 1/25/12

Signature of Owner or Applicant — Date: 7/19/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 0

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.

VLTC
GF#93,099

1471738

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

Warranty Deed with Vendor's Lien

Date: April 7, 2005

Grantor: ADELE COULTAS, a widow

Grantor's Mailing Address:

ADELE COULTAS
4521 Old La Blanca Rd., Unit No. 4
Donna, TX 78537
Hidalgo County

Grantee: HENOC MACIAS and NANCY L. MACIAS, husband and wife

Grantee's Mailing Address:

HENOC MACIAS and NANCY L. MACIAS
809 Park Street
Donna, TX 78537
Hidalgo County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of NINETY-SIX THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($96,700.00). 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 TERRY D. KEY, trustee.

Property (including any improvements):

All of Lots 2 and 3, COULTAS SUBDIVISION, an Addition to the City of Donna, Hidalgo County, Texas, according to the map recorded in Volume 47, Page 70, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1) Restrictive covenants of record in Volume 47, Page 70, Map Records of

Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States or (b) relates to handicap but does not discriminate against handicapped persons.

2) Blanket easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.
3) Minimum floor elevations, setback lines, utility easements, 25 foot swale easement and restrictions as shown on the map of Coultas Subdivision, recorded Volume 47, Page 70, Map Records of Hidalgo County, Texas.
4) An undivided 1/2 of 1/8 non-participating royalty interest in all oil, gas and other minerals has been heretofore reserved by prior grantors as set forth in Deed dated February 16, 1953, recorded in Volume 767, Page 511, Deed Records of Hidalgo County, Texas.
5) Rights of parties in possession.
6) Visible and apparent easements on or across the property described.

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

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

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

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

Adele Coultas
ADELE COULTAS

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on April 8, 2005, by ADELE COULTAS.

Rachel Torres
Notary Public, State of Texas

RACHEL TORRES
MY COMMISSION EXPIRES
April 30, 2005

Charge to: VALLEY LAND TITLE CO.

PREPARED IN THE OFFICE OF:

Jones, Galligan, Key & Lozano, L.L.P.
2300 West Pike Boulevard, Suite 300
Post Office Drawer 1247
Weslaco, Texas 78599-1247
Tel: (956) 968-5402
Fax: (956) 968-6089

AFTER RECORDING RETURN TO:

Jones, Galligan, Key & Lozano, L.L.P.
2300 West Pike Boulevard, Suite 300
Post Office Drawer 1247
Weslaco, Texas 78599-1247
Tel: (956) 968-5402
Fax: (956) 968-6089

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AGL:rt
Page 3

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: May 16,2005 at 12:17p

As a Recording

Document Number: 1471738
Total Fees : 18.00

Receipt Number - 675550
By,
Adriana Solis, Deputy

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: 1-9206

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: Henoc Mares

Address: 4465 old La Blanca Rd.
Donna, Tx 78537-8185

Phone: 956-533-7093

Water Supplier: NAWS

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
COULTAS LOT 3,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 2/14/05);

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 LEONEL MADRIA);

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

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

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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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: 1-9200

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: Henoc Macias

Address: 809 Park Dr.
Donna, TX 78537

Phone: 956-533-7093

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): 4465 Old La Blanca Rd. Lot 3 Coutts subdivision
Donna, TX 78537-8185

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Henoc Macias — Requesting Party (Signature)

July 19, 2012 — 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:

7/25/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-9200
Jul. 19, 2012

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

C8420-00-000-0003-00

[1] OWNER: MACIAS, HENOC & NANCY L
809 PARK ST

DONNA TX 78537
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MISCELLANEOUS
31-BARNS,REC.BLDNG,POOL HOUSE,SHED

[5] SIZE OF STRUCTURE: 1,800 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-31

[7] LEGAL DESC./NAME OF SUBDIVISION
COULTAS LOT 3

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ___X___NO

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

Prepared by — Date: 7/19/12

Approved by — Date: 7/16/12

Signature of Owner or Applicant — Date: July 19, 2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ___X___ 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.

VLIC
GF#93,099

1471738

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

Warranty Deed with Vendor's Lien

Date: April 7, 2005

Grantor: ADELE COULTAS, a widow

Grantor's Mailing Address:

ADELE COULTAS
4521 Old La Blanca Rd., Unit No. 4
Donna, TX 78537
Hidalgo County

Grantee: HENOC MACIAS and NANCY L. MACIAS, husband and wife

Grantee's Mailing Address:

HENOC MACIAS and NANCY L. MACIAS
809 Park Street
Donna, TX 78537
Hidalgo County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of NINETY-SIX THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($96,700.00). 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 TERRY D. KEY, trustee.

Property (including any improvements):

All of Lots 2 and 3, COULTAS SUBDIVISION, an Addition to the City of Donna, Hidalgo County, Texas, according to the map recorded in Volume 47, Page 70, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1) Restrictive covenants of record in Volume 47, Page 70, Map Records of

Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States or (b) relates to handicap but does not discriminate against handicapped persons.

2) Blanket easements, rules, regulations and rights in favor of Donna Irrigation District Hidalgo County No. 1.
3) Minimum floor elevations, setback lines, utility easements, 25 foot swale easement and restrictions as shown on the map of Coultas Subdivision, recorded Volume 47, Page 70, Map Records of Hidalgo County, Texas.
4) An undivided 1/2 of 1/8 non-participating royalty interest in all oil, gas and other minerals has been heretofore reserved by prior grantors as set forth in Deed dated February 16, 1953, recorded in Volume 767, Page 511, Deed Records of Hidalgo County, Texas.
5) Rights of parties in possession.
6) Visible and apparent easements on or across the property described.

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

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

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

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

Adele Coultas

ADELE COULTAS

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on April 8, 2005, by ADELE COULTAS.

Rachel Torres
Notary Public, State of Texas

RACHEL TORRES
MY COMMISSION EXPIRES
April 30, 2005

Charge to: VALLEY LAND TITLE CO.

PREPARED IN THE OFFICE OF:

Jones, Galligan, Key & Lozano, L.L.P.
2300 West Pike Boulevard, Suite 300
Post Office Drawer 1247
Weslaco, Texas 78599-1247
Tel: (956) 968-5402
Fax: (956) 968-6089

AFTER RECORDING RETURN TO:

Jones, Galligan, Key & Lozano, L.L.P.
2300 West Pike Boulevard, Suite 300
Post Office Drawer 1247
Weslaco, Texas 78599-1247
Tel: (956) 968-5402
Fax: (956) 968-6089

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: May 16,2005 at 12:17p

As a Recording

Document Number: 1471738
Total Fees : 18.00

Receipt Number - 675550
BY,
Adriana Solis, Deputy

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AGL:rt
Page 3

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: 1-8822

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: Ismael Rodriguez

Address: 8705 Palos Grande St. Weslaco TX. 78596

Phone: 956-472 7983

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

Water Supplier: North Alamo. W.S

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Palos Rojos Lot. 27 ,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/12/05);

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 _____);

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

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

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

Planning Department Authorized Signature	Hidalgo County Judge	Date

ATTEST: _____ _____

Hidalgo County Clerk Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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: 1-8822

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: Ismael Rodriguez

Address: 8705 Palo Grande St.
Weslaco TX 78596

Phone: 956-472-7983

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

Palos Rojos. Lot 27

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Ismael Rodriguez
Requesting Party (Signature)

7-19-12
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:

7/20/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8822
Mar. 29, 2012

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

P3108-00-000-0027-00

[1] OWNER: RODRIGUEZ, ISMAEL

6718 BILL CLINTON ST.
WESLACO TX 78596
Telephone No. 472-7983

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,346 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOS ROJOS
LOT 27

LOCATION: 0 FM 88 & MILE 13

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $47,000

[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:20' SIDE:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by _____ Date 3/29/12

Approved by JONATHAN HILDRETH Date 3/28/12

Signature of Owner or Applicant JUAN VALDEZ Date 3/29/2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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.

Recorded On:2008 Jun-04 As:1896730

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Date: March 24, 2008

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

1896730

Grantee: Ismael Rodriguez

Grantee's Mailing Address (including county):
6718 Bill Clinton St.
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Four Thousand Four Hundred Dollars and No Cents ($24,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 27, Palos Rojos Subdivision, as shown by the map or plat thereof recorded in Volume 48, Pages 90-92, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 30, 2004, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1398665. 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;

Recorded On:2008-Jun-04 As-1895730

12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Palos Rojos Subdivision, as shown on the plat thereof, recorded in Volume 48, Pages 90-92, of the 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.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors 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.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (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.

If the Property 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 Property and payable under the Lease.

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

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

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

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

Recorded On:2008-Jun-04 As-1696730

Palo Rojo, Inc., a Texas Corporation

BY: _____

Norberto Salinas, President

MARIBEL SALINAS
Notary Public, State of Texas
My Commission Expires
August 19, 2010

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 24 day of March, 2008, by Norberto Salinas, President of Palo Rojo, Inc., a , a Texas Corporation on behalf of said , a Texas Corporation.

_____

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Ismael Rodriguez
6716 Bill Clinton St.
Weslaco, Texas 78596
Hidalgo County, Texas

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

Page -3-

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: 19198

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: Julio Salinas

Address: P.O. Box 2854
Elsa, Tx. 78543

Phone: 956-975-0917

Water Supplier: N.A.W.S

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
OAK HILL RANCH #2 LOT 92,

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 04/07/08);

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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: 1-9198

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: Julio Salinas

Address: P.O. Box 2856

Elsa, Tx. 78543

Phone: 956-975-0917

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

OAK HILL RANCH #2 LOT 92

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Julio Salinas
Requesting Party (Signature)

7/18/12
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:

7/18/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9198
Jul. 18, 2012

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

O0557-02-000-0092-00

[1] OWNER: SALINAS, JULIO

PO BOX 2856
ELSA,TX 78543
Telephone No. 975-0917

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 3,449 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
OAK HILL RANCH #2 LOT#92

LOCATION: 0 FM 88 & MILE 20

[8] SEWAGE: INSTA'

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $160,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 100' REAR 15' SIDES 20' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 7/18/18

Approved by: Jonathan Isidro — Date: 7/17/12

Signature of Owner or Applicant: X — Date: X 7/18/12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Recorded On-2012-Mar-08 As-2288197

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

2288197

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

Date: February 23, 2012

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

Grantee: Julio C. Salinas
First Grantee's Social Security Number: 461-61-3234

Grantee's Phone Number: (956) 975-0917
Grantee's Mailing Address (including county):
P.O. Box 2856
Elsa, Texas 78543
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Two Thousand Dollars and No Cents ($32,000.00), 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) 92, Oak Hill Ranch Phase II Subdivision, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 55, Pages 41-46, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;

8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Oak Hill Ranch Phase II Subdivision, as shown on the plat thereof, recorded in Volume 55, Pages 41- 46, Map records of Hidalgo County, Texas;
12. Subdivision Restrictions filed for record under in the Office of the County Clerk of Hidalgo County, Texas under clerk's document number 1882643;
13. A lien securing a promissory note (the "Prior Note"), dated December 19, 2007, 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 1839107. 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.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors 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.

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.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (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.

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

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular

purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

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

Jack McClelland

Jack McClelland

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 28th day of February, 2012, by Jack McClelland.

Norma Price

Notary Public, State of Texas

NORMA PRICE
Notary Public
STATE OF TEXAS
My Comm. Exp. 4-22-2015

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

AFTER RECORDING RETURN TO:

Jack McClelland
2614 West Freddy Gonzalez
Edinburg, Texas 78539

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Cynthia E. Alanis	4-11702
2.	Jose Gonzalez	4-11517
3.	Pedro Gonzalez	4-10625
	COMM. COURT: July 31, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-11702.

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:		Jesus Cornejo
	Date Approved:	/ /	7/24/12

Name: Cynthia E. Alanis

Address: 9325 Lydia Drive
Edinburg TX 78542

Phone: (956)429-2099

Water Supplier: North Alamo Water Supply

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 100 327 894 679 954 96

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Rubbo De Palmas Ph 12 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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 05-01-12);

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 Cerda);

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 Roberto Lerma 7-24-12);

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 Roberto Lerma 7-24-12);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria 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: 4-11702

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

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

PARTY MAKING REQUEST:

Name: Cynthia E. Alanis

Address: 9325 Lydia Drive
Edinburg TX 78542

Phone: (956)429-2099

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

Rebels De Palmas PH 12 Lot #40

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Cynthia E. Alanis
Requesting Party (Signature)

2-24-12
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:

02/15/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11702
Jul. 19, 2012

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

P9277-12-000-0046-00

[1] OWNER: ALANIZ, LUIS M. & CYNTHIA E.

P.O. BOX 1651
EDINBURG, TX. 78540
Telephone No. 429-2099

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 240 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PUEBLO DE PALMAS #12 LOT 46

LOCATION: 0 2812 & CARMEN AVILA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $2,900

[11] SPECIAL FLOOD HAZARD AREA: ____YES
✓ NO

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

Prepared by — Date 7-19-12

Approved by — Date 7-19-12

Signature of Owner or Applicant — Date 7-19-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0230 D
Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

Grantor: JGF ENTERPRISES, L.P.

Grantor's Mailing Address (including county):
P.O. BOX 1000
MISSION, TEXAS 78573-1000
HIDALGO COUNTY

Grantee: LUIS MIGUEL ALANIS
CYNTHIA EDITH ALANIS

Grantee's Mailing Address (including County):
P.O. BOX 1651
EDINBURG, TX. 78540
HIDALGO COUNTY

further consideration of a note (the "Purchase Note") of even date, that is in the principal amount of **$19,450.00** 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# 46, PUEBLO DE PALMAS, PHASE 12, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2304814, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

Reservations From and Exceptions to Conveyance and Warranty:
SAVE AND EXCEPT all oil, gas, and other minerals not previously reserved by prior Grantors are expressly reserved by grantor herein, together with 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;
SUBJECT TO Only one temporary or permanent single-family dwelling may be located on each lot, which is restricted to single family use by the plat of the subdivision and/or by restrictive covenants referred to in this instrument.
SUBJECT TO Declaration of Restrictive Covenants, recorded as Document Number 2304904 recorded in the Official Records of Hidalgo County, Texas, and all subsequent Amendments of declaration of restrictive covenants recorded in the Official Records of Hidalgo County, Texas;

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

JGF ENTERPRISES, L.P.

BY: _____

J. Gary Frisby, President
JGF LAND CO., INC.
Its sole general partner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on July 7 2012, by J. Gary Frisby, President of JGF LAND CO., INC. the sole General Partner of JGF ENTERPRISES, L.P., a Texas Limited Partnership on behalf of said Partnership.

Corina Tapia
Notary Public, State of Texas

CORINA TAPIA
MY COMMISSION EXPIRES
April 2, 2016

PREPARED IN THE OFFICE OF:

JGF ENTERPRISES, L.P.
P.O. BOX 1000
MISSION, TEXAS 78573-1000

AFTER RECORDING RETURN TO:

LUIS MIGUEL ALANIS
CYNTHIA EDITH ALANIS
P.O. BOX 1651
EDINBURG, TX. 78540

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.
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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-1157

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:		Sewer
Date Approved:	1 1	7 / 18 / 12

Name: José Gonzalez

Address: P.O. Box 1618
Rio Grande city
Texas 78582

Phone: 956-263-7163

Water Supplier: ALAMO

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10032789478382459

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Vista Los Vegas Lot 41,

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 01/20/09);

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 Mary Cek);

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 Mary Cek);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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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: 4-11517

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

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

PARTY MAKING REQUEST:

Name: Jose' Gonzalez

Address: P.O.Box # 1618
Rio Grande city TX 78582

Phone: 956-263-7163

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

Viva las Vegas lot #41

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)

07/18/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

07/25/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11517
Apr. 27, 2012

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

V4358-01-000-0041-00

[1] OWNER: GONZALEZ, JOSE

8504 EFLEY DR.
EDINBURG, TX. 78542
Telephone No. 263-7163

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 560 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL X-44

[7] LEGAL DESC./NAME OF SUBDIVISION
VIVA LAS VEGAS LOT 41

LOCATION: 0 2812 & KENYON

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,200

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGUALTIONS
FRONT 25' REAR 35' SIDES 6' 18" TOP CENTER OF STRE

Edgar Isidro — Prepared by — 4-22-12 — Date

Approved by — 4-17-12 — Date

Signature of Owner or Applicant — 4-27-12 — 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.

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

RE: Lot 41, Viva Las Vegas Subdivision Phase I, Hidalgo County, Texas, Doc No. 1968528, Off Rec, Hid Cty, TX.
THE STATE OF TEXAS *

COUNTY OF HIDALGO *

Assumption Warranty Deed

1. Date: March 9, 2012

2. Grantor: AURELIO SANCHEZ AVELAR

3. Grantor's Mailing Address: 121 Indigo St., Edinburg, Hidalgo County, Texas 78539

4. Grantee: JOSE GONZALEZ

5. Grantee's Mailing Address: P.O. Box 1618, Rio Grande City, Starr County, Texas 78582

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the assumption by grantee of one certain promissory note of even date herewith, in the principal sum of NINETEEN THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS ($19,400.00) payable to the order of the GARCO, LTD. and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by a Deed of Trust of even date therewith of record under Document No. 2140734, Official Records, Hidalgo County, Texas, and grantee promises to assume and to perform the covenants of said Deed of Trust.

7. Property: Lot Forty-One(41), Viva Las Vegas Subdivision Phase I, Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 1968528, Official Records, Hidalgo County, Texas.

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:

A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.

B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.

C. Anything an on-the-ground A-1 survey would reveal.

D. The taxes for the year 2012 and subsequent years.

RE: Lot 41, Viva Las Vegas Subdivision Phase I, Hidalgo County, Texas, Doc No. 1968528, Off Rec, Hid Cty, TX.

9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "A" hereto attached and made a part hereof for all purposes.

10. Prior Liens: Deed of Trust Document #1236089, Official Records, Hidalgo County, Texas.

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby 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 warranty.

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

AURELIO SANCHEZ AVELAR

(Acknowledgment)

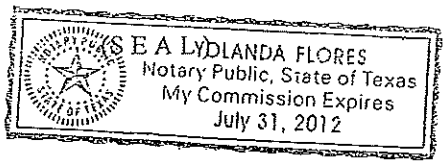
The State of Texas

County of Hidalgo

This instrument was acknowledged before me on the 10th day of March, 2012, by AURELIO SANCHEZ AVELAR.

Notary Public, State of Texas

My Commission Expires: 7-31-2012



AFTER RECORDING RETURN TO:

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: 4-10625

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 Gonzalez

Address: 3803. N. Jesenia
San Juan Tx
78589

Phone: (956) 342-6314

Approved by Environmental Health:	Temporary Service	Final Service
	—	Charles Ramon
	Authorized Signature	Authorized Signature
Inspection/Permit No:	—	Pre Installe
Date Approved:	/ /	7/20/12

Water Supplier: —

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

Account/ESI No.: Acc # 26141-003

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: PROMESA 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 09-30-4);

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 Mary Ceja);

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 Charles Ramon);

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

_____ _____ _____

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: 4-10625

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 Gonzalez

Address: 3803. N. Jesmia
San Juan Texas 78589

Phone: (956) 342-6314

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

PROMESA 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

X [signature] 7/20/2012
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:

07/25/12
Date

[signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10625
May. 13, 2011

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

P9230-00-000-0002-00

[1] OWNER: GONZALEZ, PEDRO & LYDIA

3807 N. JESENIA
SAN JUAN, TX. 78589
Telephone No. 342-6314

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,120 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
PROMES ESTATES LOT 2
8/21/09NW/F/AG
10/23/09MV26141-003/F SECURIT

LOCATION: 0 281 & BUS 83

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $60,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS
FRONT 50' REAR 35' SIDES 6'
MINIMUM ELEV. 18" ABOVE TOP OF CURB

EFRAIN CEBALLOS — Prepared by — 5/13/11 — Date

AARON HERNANDEZ — Approved by — 5/3/11 — Date

x [signature] — Signature of Owner or Applicant — 5/13/11 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

132508-MBA

1397566

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: October 5, 2004

Grantor: JOSE VILLARREAL, not joined herein by my spouse as the property being conveyed herein does not constitute any part of our homestead.

Grantor's Mailing Address (including county): P. O. Box 1198
Weslaco, Texas 78596
Hidalgo County, Texas

Grantee: PEDRO GONZALEZ AND WIFE, LYDIA GONZALEZ

Grantee's Mailing Address (including county): 3803 N. Jesenia
San Juan, Texas 78589
Hidalgo County, Texas

Consideration: Ten and No/100ths Dollars ($10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of FIFTEEN THOUSAND AND NO/100THS DOLLARS ($15,000.00) payable to the order of FIRST NATIONAL BANK and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to MICHAEL V. McCARTHY, Trustee.

Property (including any improvements):

Lot Two (2), Promesa Estates, an addition to the City of Alamo, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 45, Page 191, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in VOLUME 45, PAGE 191, MAP RECORDS, AND DOCUMENT NOS. 1331259 AND 1374916, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instruments dated August 5, 1971, recorded in Volume 1295, Page 889, and dated January 28, 1976, recorded in Volume 1477, Page 719, Deed Records; and, dated

March 16, 2004, recorded under Clerk's File No. 1313662, Official Records, Hidalgo County, Texas.

Oil, Gas, and Mineral Leases dated June 1, 1951, recorded in Volume 116, Page 211, and dated May 7, 1958, recorded in Volume 215, Page 442, Oil and Gas Records, Hidalgo County, Texas.

Oil, Gas, and Mineral Lease dated May 1, 1958, recorded in Volume 214, Page 135, Oil and Gas Records, and dated November 4, 1999, recorded under Clerk's File No. 835940, Official Records, Hidalgo County, Texas.

Oil, Gas, and Mineral Leases dated December 27, 1999, recorded under Clerk's File No. 842165, dated December 28, 1999, recorded under Clerk's File Nos. 842166, 847172 and 847173, Official Records, Hidalgo County, Texas.

Easement for RIGHT OF WAY granted to NORTH ALAMO WATER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 1411, Page 97, Deed Records, Hidalgo County, Texas.

Easement for RIGHT OF WAY granted to NORTH ALAMO WATER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 1411, Page 95, Deed Records, Hidalgo County, Texas.

Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 2.

Twenty foot (20') drainage swale easement along the rear; fifteen foot (15') electric and utility easement along the rear; fifteen foot (15') easement to North Alamo Water Supply Corporation along the front; fifty foot (50') minimum setback line along the front; thirty-five foot (35') minimum setback line along the rear; six foot (6') minimum setback line along the sides; as per map or plat thereof recorded in Volume 45, Page 191, Map Records, Hidalgo County, Texas.

Taxes for the year 2004 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, 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 to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and 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 forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

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.

FIRST NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and the superior title to the Property are retained for the benefit of FIRST NATIONAL BANK and are transferred to FIRST NATIONAL BANK, without recourse on Grantor.

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

JOSE VILLARREAL

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 6 of October, 2004, by JOSE VILLARREAL.

MARY B. ARCE
Notary Public,
State of Texas
Comm. Exp. 11-27-2007

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Law Office of Fernando Saenz
521 E. Pike Boulevard
Weslaco, Texas 78596

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
208 West Cano
Edinburg, Texas 78539
File/GF Number: 732508
MA:ncl

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Oct 28,2004 at 10:40A

As a Recording

Document Number: 1397566
Total Fees : 18.00

Receipt Number - 626826
By,
MaryLou Cantu, Deputy

AI-33310 **5. A.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:
1. Bore Mile 17 1/2 North- will be extending a 1" service line along Cesar Chavez Road for approximately 100 feet. (Antonio Villeda)

BACKGROUND

Attachments

nawsc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 03:57 PM
Olga Garza	Olga Garza	07/20/2012 11:19 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Rebecca Gomez Started On: 07/18/2012 11:46 AM

Final Approval Date: 07/27/2012

REVISED JANUARY 2012

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 31st day of July, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Bore Mile 17 ½ North- will be extending a 1" service line along Cesar Chavez Road for approximately 100 feet. (Antonio Villeda)

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-33330 **6. A.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office:
Requesting approval for payment of 2012 membership dues and certification for Jaime Garcia and K9 Bombix to the National Narcotic Detector Dog Association, Inc. in the amount of $30.00 for membership dues, $25.00 for the narcotics certification and $25.00 for the police service dog certification.

BACKGROUND

The National Narcotic Detector Dog Association is a professional, nonprofit organization dedicated to the utilization and proficeincy of scent detector dogs for the benefit of Law Enforcement Industry.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-810

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

BUDGETARY IMPACT:

Funds available through Req # 219670 in the amount of $30.00 to National Narcotic Detector Dog Association, Inc..

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-811

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

BUDGETARY IMPACT:

Funds available through Req # 219670 in the amount of $50.00 for narcotics certification and the police service dog certification.

Attachments

National Narcotic Detector Dog Assoc.

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/18/2012 04:37 PM
Budget & Management	Merlen P. Munoz	07/24/2012 03:26 PM
Veronica Ortiz	Veronica Ortiz	07/27/2012 01:30 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Myra Montoya Started On: 07/18/2012 04:21 PM

Final Approval Date: 07/27/2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *JAIME GARCIA*, do hereby state that my membership in the *NATIONAL NARCOTIC DETECTORS DOG ASSOC.* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Jaime Garcia

TITLE: SENIOR DEPUTY

Before me Gabriel Castaneda, a Notary Public, appeared , JAIME GARCIA and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

GABRIEL CASTANEDA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05/05/15

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

FEE (1 or A $30.00 / 2 or 3 $50.00) ☐ NEW ☒ RENEWAL Visit our Site www.nndda.org

NAME : (LAST) GARCIA (FIRST) JAIME (M.I) J

ADDRESS : 1004 GARNER AVE CITY : EDINBURG

STATE : TX ZIP : 78541 EMAIL :

DATE OF BIRTH 3 / 16 / 74 SSN : 461 / 63 / 1464 **PUBLISHED** phone NO: (____)-____-____

WORK PHONE NUMBER: (956)-250-4750 **HOME** PHONE NO: (____)-____-____

AGENCY : HIDALGO COUNTY SHERIFF OFFICE ADDRESS : 711 EL CIBOLO RD

CITY: EDINBURG STATE : TX ZIP : 78541

CANINE NAME : BOMBIT AGE : 6 BREED : BELGIAN

HOW LONG ON ACTIVE DUTY : 4 YRS CANINE OWNED BY : HIDALGO COUNTY SHERIFF OFFICE

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE: Jaime Garcia **DATE :** 7-18-12

MEMEBERS IN GOOD STANDING *NAME DEATH BENEFICIARY* MARISOL MUNIZ

CERTIFYING OFFICIAL USE ONLY BELOW **MEMBERSHIP CATEGORIES** ***CERTIFYING OFFICIAL USE ONLY BELOW***

(Check appropriate box below, MAKE CHECKS PAYABLE TO THE NNDDA)

☐ ***Active member dues* $30.00 *annually, shall be full time paid law enforcement officer, retired officer, tenured officer, corrections officer local, state or federal.*** *Check standards to see if you qualify prior to applying for membership.*

☐ *Cadaver Member* **$30.00** *annually, members in this category may only attend events in the cadaver field.*

☐ *Corporate members dues* **$50.00** *annually, shall be private industry companies and must send a copy of the license from appropriate state agencies, if required by the state where the firm has offices. DEA license for controlled substance required.*

☐ *Active associate members dues* **$30.00** *annually, shall be any non-law enforcement person whom is gainfully employed by a company that is a corporate member of this association. Reserve or part time officer with endorsement letter. Active military, DHS, or DOD with endorsement letter. Check standards to see if you qualify prior to applying for membership.*

☐ *Associate sponsor member dues* **$50.00** *annually, shall be any person or company desiring to be associated with the NNDDA*

TYPE OF PAYMENT: ☐ CHECK # ____ ☐ CASH ☐ P. O. # ____

CERTIFICATION FEES : ☐ Narcotics (25.00) ☐ PSDog (25.00) ☐ Other (25.00 each)

MEMBERSHIP FEES : ____ CERTIFICATION FEES : ____

TOTAL : ____ Collected BY: ____ C/O # ____

AI-33264 **7. A.**

CC CONSENT

Meeting Date: 07/31/2012

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $754,182.64 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 07/07/12 to 07/20/12.

07/07-13/12	$411,187.14
07/14-20/12	$342,995.50
TOTAL	$754,182.64

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 7/7-13/12

BCBS 7/14-20/12

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/24/2012 03:23 PM
Olga Garza	Olga Garza	07/27/2012 04:21 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Angelica Tapia Started On: 07/16/2012

Final Approval Date: 07/27/2012

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **07/07/2012 to 07/13/2012**

SECTION		
0001-0011	HIDALGO COUNTY	$ 247,507.90
0002-0012	HEAD START	$ 70,887.38
0003-0013	APPRAISAL DISTRICT	$ 5,960.16
0004-0014	COMMUNITY SERVICE AGENCY	$ 1,483.94
0005-0015	DRAINAGE DISTRICT NO.1	$ 9,589.67
0006-0016	RETIREES	$ 4,587.98
9001-9002	COBRA	$ 71,170.11
	STOP LOSS	$ -
	TOTAL	$ 411,187.14

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **07/14/2012 to 07/20/2012**

SECTION			
0001-0011	HIDALGO COUNTY	$	264,527.75
0002-0012	HEAD START	$	50,166.95
0003-0013	APPRAISAL DISTRICT	$	4,671.27
0004-0014	COMMUNITY SERVICE AGENCY	$	4,544.02
0005-0015	DRAINAGE DISTRICT NO.1	$	9,318.88
0006-0016	RETIREES	$	5,335.67
9001-9002	COBRA	$	4,430.96
	STOP LOSS	$	-
	TOTAL	$	342,995.50

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 07/07/2012 - 07/13/2012 Process Date: 07/13/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 07/07/2012 - 07/13/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$480,110.14	$247,507.90	$44,699.28	$0.00	$202,808.62	2,142
TX433	01	002	HEAD START	$132,186.83	$70,887.38	$5,239.62	$0.00	$65,647.76	661
TX433	01	003	APPRAISAL DISTRICT	$12,500.18	$5,960.16	$3,210.69	$0.00	$2,749.47	65
TX433	01	004	COMMUNITY SERVICE	$3,715.76	$1,483.94	$836.35	$0.00	$647.59	41
TX433	01	005	DRAINAGE DISTRICT	$14,745.51	$9,589.67	$575.19	$0.00	$9,014.48	60
TX433	01	006	RETIREES	$45,019.14	$4,587.98	$3,444.07	$0.00	$1,143.91	47
TX433	01	007	COBRA	$87,797.41	$71,170.11	$447.77	$0.00	$70,722.34	31
			STOPLOSS	($2,906.44)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$776,074.97	$411,187.14	$58,452.97	$0.00	$352,734.17	3,047
			STOPLOSS Total	($2,906.44)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$773,168.53	$411,187.14	$58,452.97	$0.00	$352,734.17	3,047

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 07/14/2012 - 07/20/2012 Process Date: 07/20/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 07/14/2012 - 07/20/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$744,637.89	$264,527.75	$48,766.83	$0.00	$215,760.92	2,204
TX433	01	002	HEAD START	$182,353.78	$50,166.95	$10,463.41	$0.00	$39,703.54	667
TX433	01	003	APPRAISAL DISTRICT	$17,171.45	$4,671.27	$2,631.86	$0.00	$2,039.41	83
TX433	01	004	COMMUNITY SERVICE	$8,259.78	$4,544.02	$417.88	$0.00	$4,126.14	27
TX433	01	005	DRAINAGE DISTRICT	$24,064.39	$9,318.88	$1,490.19	$0.00	$7,828.69	102
TX433	01	006	RETIREES	$50,354.81	$5,335.67	$1,817.85	$0.00	$3,517.82	64
TX433	01	007	COBRA	$92,228.37	$4,430.96	($278.59)	$0.00	$4,709.55	66
			STOPLOSS	($2,906.44)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,119,070.47	$342,995.50	$65,309.43	$0.00	$277,686.07	3,213
			STOPLOSS Total	($2,906.44)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,116,164.03	$342,995.50	$65,309.43	$0.00	$277,686.07	3,213

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **July 07, 2012 thru July 20, 2012**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$754,182.64**.

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Appraisal District
4). Hidalgo County Community Service Agency
5). Hidalgo County Drainage District No.1
6). Hidalgo County Retirees
7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 07/07/2012 to 07/20/2012 is $754,182.64.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of July 31 2012.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Flora Vazquez — 7/24/2012
Employee Benefits Director — Date

7/24/2012
Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

AI-33435 **8. A.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Cooperative Agreements:

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

BACKGROUND

Attachments

TASB-Mission Restaurant

TXMAS-Ferguson Enterprises

TCPN-Auto Zone

Updater Vendor's List

Exhibit "A"

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Matilde Faz Started On: 07/25/2012 04:10 PM

Final Approval Date: 07/27/2012

Consent # 33435 8/7/12

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Search by Vendor

Browse Vendor Discounts

Resources

Vendor Name:	Mission Restaurant Supply
Address:	PO Box 10310 San Antonio, TX 78210
Phone Number:	(210) 354-0690
Email:	jimr@missionrs.com
Website:	www.missionrs.com/Merchant2/merchant.mvc
Federal ID:	74-2584530
Contact:	Jim Riedel
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Food Service Equipment & Supplies
Contract#:	355-10
Effective Date:	11/01/2010
Expiration Date:	10/31/2013
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Texas
Quote Reference Number:	355-10
Return Policy:	N/A
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011 (h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.**

Contact us 800-695-2919

Consent #33341 8/7/12

Window on State Government

Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

FERGUSON ENTERPRISES INC.
Contract TXMAS-9-51V020

On-Line Catalog/Order Processing

HARDWARE

Corporate Office:
FERGUSON
12500 JEFFERSON AVENUE
NEWPORT NEWS VA 23602
USA

Send PO to:
FERGUSON ENTERPRISES INC.
2551 NORTH MAYS STREET
ATTN: MIKE CONLEY
ROUND ROCK TX 78665
USA
Vendor ID: 15412117713

Invoice From:
FERGUSON ENTERPRISES INC.
2551 NORTH MAYS STREET
ATTN: MIKE CONLEY
ROUND ROCK TX 78665
USA
Vendor ID:

Delivery:	5 DAYS ARO
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	FERGUSON ENTERPRISES INC. 2551 NORTH MAYS STREET ATTN: MIKE CONLEY ROUND ROCK TX 78665 USA Vendor ID:
Vendor ID:	15412117713
Business Type:	Large
DUNS #:	008955171
Effective:	5/13/2009
Expires:	1/31/2016

CONTACT: MIKE CONLEY
Phone 512-248-4050
MIKE.CONLEY@FERGUSON.COM

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Authorized Dealers

Dealer Name	City	State	Contract Number	Hub	Contact Info

Company:
AutoZone

Contract(s):
Automotive Parts & Supplies

Contract Number:
R5165 (All PO's must reference "Per TCPN Contract")

Contract Term:
July 1, 2012 through June 30, 2013 (with four optional annual renewals)

Products and Services:
AutoZone is the largest automotive parts, services and accessories provider in the United States with annual sales that exceed $8.0 billion. AutoZone provides more than 800,000 product level SKUs in over 70 distinct categories covering most applications for major and minor light to medium duty applications. Product categories include under-hood (engine, engine management, emissions, air conditioning, heating, cooling systems, belts, hoses), under car (chassis, suspension, ride control), transmissions, drive axles, friction products (brakes, steel, pads, rotors, brake hardware), automotive chemicals and fluids (oil, antifreeze, lubricants).

Documents:
Click Here for Due Diligence Documents

Order Placement:
Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."

Pricing:
Contact Vendor for Pricing

Vendor Contacts:
AutoZone Customer Care
866-727-5317
sc53@autozone.com

Vendor Website:
http://www.autozone.com

Learn more about AutoZone's TCPN Contract

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
06/26/2012	Audio Visual Aids	Audio Visual Equipment & Supplies	394-12	5/01/2012 - 4/30/2015
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
6/26012	Camcor, Inc.	Audio Visual Equipment & Supplies	394-12	5/01/2012 - 4/30/2015
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
6/26/2012	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 11/30/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
6/26/2012	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 –11/30/2012
6/26/2012	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	391-12	3/01/2012 - 2/28/2015
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
****08/07/2012****	**Ewing Irrigation Supply**	**Grounds Maint. Equipment, Irrigation Parts, Supplies & Inst.**	**373-11**	**06/01/2011-05/31/2014**
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
12/20/2011	Gulf Coast Paper Company	Office Supplies & Equipment	328-09	11/1/2009 – 10/31/2012
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
04/24/2012	IdentiSys, Inc.	Technology & Telecommunications Equipment, Software & Supplies	31-09	11/01/2009-10/31/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
6/26/1012	Johnstone Supply	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	06/01/2010-05/31/2013
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
6/26/2012 11/08/2011	Melhart Music Center Miller Uniforms & Emblems Inc.	Audio Visual Equipment & Supplies Public Safety & Fire House Supplies & Equipment	330-09 363-10	11/01/2009-10/31/2012 01/01/2011 – 03/31/2014
8/7/2012	***Mission Restaurant Supply***	**Food Service Equipment & Supplies**	**355-10**	**11/01/2010-10/31/2013**
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
12/6/2011	O'Reilly Auto Parts	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013

	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
1/10/2012	Scott Equipment	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
12/6/2011	Southern Tire Mart	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
6/16/2012	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	391-12	03/01/2012-02/28/2012
11/22/2011	The Playwell Group, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/01/2010-09/30/2013
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
10/25/2011	Vermeer Texas-Louisiana, Inc.	Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment	345-10	10/1/2010-9/30/2013
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/31/2013
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	06/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2012
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
11/08/2011	GT Distributors	Police Equipment & Accessories	680-A1	11/01/2011-10/31/2014
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
6/26/2012	Johnson Grayson Automotive Inc. dba Holiday Ford & Holiday Chevrolet	Fleet Automobiles & Law Enforcement Vehicles	071-A1	4/11/2011-12/31/2012
11/1/2011	MMS-Midwest Medical Supply	Hospital Sundries (Disposables) including syringes	475-A1	9/2011-5/2013
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/7/2011	Novartis Vaccines & Diagnostics, Inc.	Vaccines & Biologicals	269-A2	1/2007-9/2012

	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
11/8/2011	Precision Delta Corp.	Police Equipment & Accessories	680-A1	11/1/2011-10/31/2014
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
10/25/2011	Prime Source Services	Hospital Sundries (Disposables), Including Syringes	475-A1	9/2011-5/2013
3/20/2012	Regimed Medical	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-6/2012 3/2012-2/2813
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48” Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 890	1/20/2013 1/20/2013
06/26/2012	AT&T	Wireless voice and Data Products	1777	04/12/2013
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364 835	05/15/2012 5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014

11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	838 1369	12/31/2012 5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	1/15/2012
10/4/2011	Carahsoft Technology Corporation	Software	621	1/8/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Software	890 1014	1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011 11/08/2011	Environmental Systems Res. Institute	Software Product and Services	1078	09/03/2013
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469 1585	8/17/11-8/17/14
9/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	Sequel Data Systems	Software	621	1/8/2012
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014

11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
6/26/2012	Sprint	Wireless Voice and Data Products	1780	04/30/2013
6/26/2012	T-Mobile	Wireless Voice and Data Products	1778	03/21/2013
6/26/2012	Verizon	Wireless Voice and Data Products	1779	03/21/2013
	Votec	Software	937	2/27/2011-2013

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
5/1/2012	Allied Fire Protection-SA LP	Fire Protection Services	10-03FAC0100	8/11/2010-12/10/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
2/21/2012	Bob Barker	Detention Supplies	12-84050 12-73020	12/7/2011-4/22/2013 12/7/2011-2/10/2013
11/08/2011	Business Interiors by Staples The Hon Company Mayline Group	Special Use Furniture Special Use Furniture	6-71111060 4-7110330	05/10/2006-03/26/2016 07/02/2004-11/10/2016
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
5/15/2012	Conduit Language Specialists	Translation Services	11-738II020	5/20/2011-9/2/2014
6/26/2012	Copy Graphics, Inc.	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2004-9/30/2016
6/26/2012	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-10/31/2013
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-6/02/2013
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2016
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing,	5-840180	6/17/2005-8/31/2014

		Marine		
9/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
8/7/2012	***Ferguson Enterprises, Inc.***	**Hardware**	**9-51V020**	**5/13/2009-1/31/2016**
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2016
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-01/15/2013
10/25/2011	Gateway Printing & Office Supply, Inc.	Special Use Furniture	6-71111060-11	5/10/2006-01/15/2013
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
5/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
10/25/2011	Jones & Cook Stationers	Special Use Furniture	6-71111060-11	5/10/2006-3/26/2016
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-6/26/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS Metroplex	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/10/2016
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
1/31/2012	National Office Furniture	Office Furniture	11-71050	5/5/2011-3/30/2016
6/26/2012	Oce North America, Inc.	Office, Imaging and Document Solutions Copying Equipment	2-36010	8/1/2002-9/21/2012
1/31/2012	OfficeSource, LTD	Office Furniture	11-71050-27	5/5/2011-3/30/2016
1/24/2012	OfficeSource LTD	Office Furniture	3-711060-3	12/16/02-06/26/2012
11/1/2011	RSC	Hardware Equipment Rental	9-51v010	10/20/2008-08/29/2012
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016

	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/20/2016 1/19/2007-12/20/2016
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2016
6/12/2012	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2013
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
5/01/2012	Video Sound & Lights	Detention Supplies	12-73020-3	12/07/2011-02/10/2013
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014
5/22/2012	West Publishing Corporation	Financial & Business Solutions, Address verification Rpts, Skip Location Rpts, Domestic Bus. Profile Computer Assisted Legal and Investigative Research Services (CALIR)	3-520010 CCG-CALIR 2010-001	9/19/2002-8/15/2015 2/1/2011-2/1/2014
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-11/30/2012
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-11/30/2012

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/26/2012	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1012612 1072309	7/23/2012
5/15/2012	B & H Photo Video Pro-Audio	Classroom and Teaching Aids	6121809	12/18/2012
5/15/2012	Camacho	Trades, Temporaty Labor and Material	1032212	03/22/2013
6/26/2012	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	1032212 2052810	03/22/2013 05/28/2013
6/12/12	*Diaz Floors & Interiors*	Trades, Temporary Labor and Materials	1032212	3/22/2013
6/26/2012	Arbor Construction & Energy Management	Trades, Temporary Labor & Materials	1032212	03/22/2013

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	4400001197	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
11/22/2011	The Home Depot	Maintenance/Hardware Supplies	11019	8/1/2011-7/31/2014
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013
	Zep Manufacturing Company	Cleaning Chemicals and Supplies	2007-118-3034	12/31/2012

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
08/07/2012	***AUTO ZONE***	**Automotive Parts & Supplies**	**R5165**	**07/01/2012-06/30/2013**
1/31/2012	CDW-G	Hardware, Software and Services	R-5106	1/9/2012-12/31/2012
5/1/2012	Facilities-USA, LLC	Job Order Contract (JOC)	R-5085	11/1/2011-10/31/2012
7/10/2012	GovConnection	Technologies Solutions	R-5110	11/22/2011-10/31/2012
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
6/26/2012	Tech Depot	Computer, Components, Peripherals & Software	R-5113	11/22/2011-10/31/2012
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
5/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
11/22/2011	Brazos Technology Corporation	General Purpose Commercial Information Technology Equipment, Software and Services	GS 35F 0096X	11/30/2015
6/26/2012	Buckstaff Public Safety, Inc.	Total Solutions For Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster	GS-07F-0251T	02/28/2017
6/26/2012	CDW-G	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F0195J	11/25/2012
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	5/23/2015
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
6/26/2012	DLT Solutions	General Purpose Commercial Information Technical Equipment, Software and Services	GS-35F-4543G	11/28//2012
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	
10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
6/12/2012	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE11-11	Thru Nov 30, 2013

3/20/2012	Daco Fire Equipment	General Purposse & Emergency Vehicles	FS12-11	12/1/2011-11/30/2013
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
6/12/2012	Motorola	Communication Equipment & Services	RA05-12	05/01/2012-04/30/2015
6/12/2012	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW10-09	11/1/2009-10/31/2012
6/12/2012	Sprint	Communication Equipment & Services	CW-05/02	11/01/2009-10/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
06/12/2012	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-12	05/1/2012 – 04/30/2015
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	120209-PBI	12/18/2013

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

Contract Renewed

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department

"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
06/26/2012	Audio Visual Aids	Audio Visual Equipment & Supplies	394-12	5/01/2012 - 4/30/2015
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
6/26012	Camcor, Inc.	Audio Visual Equipment & Supplies	394-12	5/01/2012 - 4/30/2015
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
6/26/2012	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 11/30/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
6/26/2012	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 –11/30/2012
6/26/2012	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	391-12	3/01/2012 - 2/28/2015
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
****08/07/2012****	**Ewing Irrigation Supply**	**Grounds Maint. Equipment, Irrigation Parts, Supplies & Inst.**	**373-11**	**06/01/2011-05/31/2014**
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
4/5/2011	GT Distributors, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014

12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
12/20/2011	Gulf Coast Paper Company	Office Supplies & Equipment	328-09	11/1/2009 – 10/31/2012
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
04/24/2012	IdentiSys, Inc.	Technology & Telecommunications Equipment, Software & Supplies	31-09	11/01/2009-10/31/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
6/26/1012	Johnstone Supply	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	06/01/2010-05/31/2013
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
6/26/2012 11/08/2011	Melhart Music Center Miller Uniforms & Emblems Inc.	Audio Visual Equipment & Supplies Public Safety & Fire House Supplies & Equipment	330-09 363-10	11/01/2009-10/31/2012 01/01/2011 – 03/31/2014
8/7/2012	***Mission Restaurant Supply***	**Food Service Equipment & Supplies**	**355-10**	**11/01/2010-10/31/2013**
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
12/6/2011	O'Reilly Auto Parts	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013

	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
1/10/2012	Scott Equipment	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
12/6/2011	Southern Tire Mart	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
6/16/2012	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	391-12	03/01/2012-02/28/2012
11/22/2011	The Playwell Group, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/01/2010-09/30/2013
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
10/25/2011	Vermeer Texas-Louisiana, Inc.	Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment	345-10	10/1/2010-9/30/2013
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/31/2013
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	06/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2012
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
11/08/2011	GT Distributors	Police Equipment & Accessories	680-A1	11/01/2011-10/31/2014
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
6/26/2012	Johnson Grayson Automotive Inc. dba Holiday Ford & Holiday Chevrolet	Fleet Automobiles & Law Enforcement Vehicles	071-A1	4/11/2011-12/31/2012
11/1/2011	MMS-Midwest Medical Supply	Hospital Sundries (Disposables) including syringes	475-A1	9/2011-5/2013
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/7/2011	Novartis Vaccines & Diagnostics, Inc.	Vaccines & Biologicals	269-A2	1/2007-9/2012

	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
11/8/2011	Precision Delta Corp.	Police Equipment & Accessories	680-A1	11/1/2011-10/31/2014
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
10/25/2011	Prime Source Services	Hospital Sundries (Disposables), Including Syringes	475-A1	9/2011-5/2013
3/20/2012	Regimed Medical	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-6/2012 3/2012-2/2813
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48” Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 890	1/20/2013 1/20/2013
06/26/2012	AT&T	Wireless voice and Data Products	1777	04/12/2013
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364 835	05/15/2012 5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015
9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014

11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	838 1369	12/31/2012 5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	1/15/2012
10/4/2011	Carahsoft Technology Corporation	Software	621	1/8/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Software	890 1014	1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011 11/08/2011	Environmental Systems Res. Institute	Software Product and Services	1078	09/03/2013
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469 1585	8/17/11-8/17/14
9/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	Sequel Data Systems	Software	621	1/8/2012
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012
9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014

11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
6/26/2012	Sprint	Wireless Voice and Data Products	1780	04/30/2013
6/26/2012	T-Mobile	Wireless Voice and Data Products	1778	03/21/2013
6/26/2012	Verizon	Wireless Voice and Data Products	1779	03/21/2013
	Votec	Software	937	2/27/2011-2013

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
5/1/2012	Allied Fire Protection-SA LP	Fire Protection Services	10-03FAC0100	8/11/2010-12/10/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
2/21/2012	Bob Barker	Detention Supplies	12-84050 12-73020	12/7/2011-4/22/2013 12/7/2011-2/10/2013
11/08/2011	Business Interiors by Staples The Hon Company Mayline Group	Special Use Furniture Special Use Furniture	6-71111060 4-7110330	05/10/2006-03/26/2016 07/02/2004-11/10/2016
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
5/15/2012	Conduit Language Specialists	Translation Services	11-738II020	5/20/2011-9/2/2014
6/26/2012	Copy Graphics, Inc.	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2004-9/30/2016
6/26/2012	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-10/31/2013
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-6/02/2013
8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2016
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing,	5-840180	6/17/2005-8/31/2014

		Marine		
9/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
8/7/2012	***Ferguson Enterprises, Inc.***	**Hardware**	**9-51V020**	**5/13/2009-1/31/2016**
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2016
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-01/15/2013
10/25/2011	Gateway Printing & Office Supply, Inc.	Special Use Furniture	6-71111060-11	5/10/2006-01/15/2013
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
5/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
10/25/2011	Jones & Cook Stationers	Special Use Furniture	6-71111060-11	5/10/2006-3/26/2016
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-6/26/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS Metroplex	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/10/2016
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
1/31/2012	National Office Furniture	Office Furniture	11-71050	5/5/2011-3/30/2016
6/26/2012	Oce North America, Inc.	Office, Imaging and Document Solutions Copying Equipment	2-36010	8/1/2002-9/21/2012
1/31/2012	OfficeSource, LTD	Office Furniture	11-71050-27	5/5/2011-3/30/2016
1/24/2012	OfficeSource LTD	Office Furniture	3-711060-3	12/16/02-06/26/2012
11/1/2011	RSC	Hardware Equipment Rental	9-51v010	10/20/2008-08/29/2012
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016

	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/20/2016 1/19/2007-12/20/2016
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2016
6/12/2012	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2013
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
5/01/2012	Video Sound & Lights	Detention Supplies	12-73020-3	12/07/2011-02/10/2013
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014
5/22/2012	West Publishing Corporation	Financial & Business Solutions, Address verification Rpts, Skip Location Rpts, Domestic Bus. Profile Computer Assisted Legal and Investigative Research Services (CALIR)	3-520010 CCG-CALIR 2010-001	9/19/2002-8/15/2015 2/1/2011-2/1/2014
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-11/30/2012
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-11/30/2012

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CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/26/2012	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1012612 1072309	7/23/2012
5/15/2012	B & H Photo Video Pro-Audio	Classroom and Teaching Aids	6121809	12/18/2012
5/15/2012	Camacho	Trades, Temporaty Labor and Material	1032212	03/22/2013
6/26/2012	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	1032212 2052810	03/22/2013 05/28/2013
6/12/12	*Diaz Floors & Interiors*	Trades, Temporary Labor and Materials	1032212	3/22/2013
6/26/2012	Arbor Construction & Energy Management	Trades, Temporary Labor & Materials	1032212	03/22/2013

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	4400001197	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
11/22/2011	The Home Depot	Maintenance/Hardware Supplies	11019	8/1/2011-7/31/2014
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013
	Zep Manufacturing Company	Cleaning Chemicals and Supplies	2007-118-3034	12/31/2012

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CC Approval Date	Vendor	Contract Description	Contract	Contract Term
08/07/2012	***AUTO ZONE***	**Automotive Parts & Supplies**	**R5165**	**07/01/2012-06/30/2013**
1/31/2012	CDW-G	Hardware, Software and Services	R-5106	1/9/2012-12/31/2012
5/1/2012	Facilities-USA, LLC	Job Order Contract (JOC)	R-5085	11/1/2011-10/31/2012
7/10/2012	GovConnection	Technologies Solutions	R-5110	11/22/2011-10/31/2012
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
6/26/2012	Tech Depot	Computer, Components, Peripherals & Software	R-5113	11/22/2011-10/31/2012
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
5/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/21/2011	Advanced Training Systems, Inc.	Mission Oriented Business Integrated Services	GS 02 F 0404D	3/31/2016
11/22/2011	Brazos Technology Corporation	General Purpose Commercial Information Technology Equipment, Software and Services	GS 35F 0096X	11/30/2015
6/26/2012	Buckstaff Public Safety, Inc.	Total Solutions For Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster	GS-07F-0251T	02/28/2017
6/26/2012	CDW-G	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F0195J	11/25/2012
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	5/23/2015
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
6/26/2012	DLT Solutions	General Purpose Commercial Information Technical Equipment, Software and Services	GS-35F-4543G	11/28//2012
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
6/29/2010	Galls/Aramark		GS-07F-0157M	
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
3/29/2011	John E. Reid and Associates, Inc.	Training Aids and Devices; Instructor LED training; Course Development and Test;	GS-02F-0164P	4/23/2014
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
6/28/2011	Safety Vision, LLC	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0022J	9/30/2013
	Tactical Gear Now, Inc.		GS-07F-5508R	
10/4/2011	Ultrabac	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F-0243K	02/03/2015

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	Thru Dec. 31, 2011
6/12/2012	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE11-11	Thru Nov 30, 2013

3/20/2012	Daco Fire Equipment	General Purposse & Emergency Vehicles	FS12-11	12/1/2011-11/30/2013
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
6/12/2012	Motorola	Communication Equipment & Services	RA05-12	05/01/2012-04/30/2015
6/12/2012	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW10-09	11/1/2009-10/31/2012
6/12/2012	Sprint	Communication Equipment & Services	CW-05/02	11/01/2009-10/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
06/12/2012	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-12	05/1/2012 – 04/30/2015
10/25/2011	The Play Well Group	Parks and Recreation Equipment	PR11-10	11/1/2010-10/31/2012
7/5/2011	Wastequip	Public Works Equipment-Refuse Handling Equipment	RC08-10	8/1/2010-7/31/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2012/3
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2012 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	Pasco Brokerage, Inc.	Appliances & Equipment	120209-PBI	12/18/2013

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

Contract Renewed

AI-33176 **Purchasing Department 8. B.**

CC CONSENT

Meeting Date: 07/31/2012

Department Head: Martha L Salazar **Submitted By:** Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Recommendation (by a member of) Hidalgo County Commissioners Court not to approve an option to exercise the final (1) One year extension term as provided in current contract #C-10-259-08-17 for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3 for Hidalgo County Precinct No 3, under the same rates, terms and conditions with PRO MEDIC EMS including the obligation of the vendor to continue services for a contractual ninety (90) days provision of services until the contracting (by HC) of a provider; and, proceed with,

2. Authority to advertise the procurement of, including, approval of requirements/specifications/scope of services for: EMERGENCY AMBULANCE SERVICES FOR UNINCORPORATED AREAS IN PRECINCT 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-53-123-041-0-339

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

BUDGETARY IMPACT:

Available funds as of 7/27/12 are $26,378.99.
Current agreement is at charge to county. Funding will be determined once new bids are awarded and contract is executed.

Attachments

Requirements-Exhibit A
Evaulation Criteria-Exhibit B
Recomendation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/19/2012 05:30 PM
Budget & Management	Merlen P. Munoz	07/23/2012 08:41 AM
Perla Lopez	Perla Lopez	07/27/2012 11:05 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Darlene Betancourt Started On: 07/10/2012 11:41 AM

Final Approval Date: 07/27/2012

Exhibit "A"
HIDALGO COUNTY – PRECINCT № 3
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN HIDALGO COUNTY PRECINCT 3"
RFP NO.: 2012-000-00-00-

Hidalgo County is seeking sealed proposals from qualified **"Ambulance Service Provider(s)** for **"Emergency Ambulance Services for Unincorporated Areas in Precinct 3".** The County of Hidalgo is seeking to enter into an Ambulance Services Contract with a certified Provider. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of providing Emergency Ambulance Services as specified herein. Sealed proposals will be accepted until **9:30 a.m., Wednesday, August 15, 2012. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Submittal sealed envelope shall be labeled
RFP NO.: 2012-000-00-00
EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN HIDALGO COUNTY PRECINCT 3

and delivered as follows;
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So., Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **NO FACSIMILES OR LATE ARIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP 2012-000-00-00-Emergency Ambulance Services In Unincorporated Areas within Hidalgo County Precinct 3."**

WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL TO; buyer@co.hidalgo.tx.us , BY NO LATER THAN Wednesday,_____, 2012 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday,_____, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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PROPOSER'S AFFIDAVIT:

Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying 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.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

NON-COLLUSION:

Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or provider engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States Law.

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.

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PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the contract, without the written consent and approval of the Commissioner's Court of Hidalgo County.

TERM:

The initial term of contract shall be for a period of two (2) years with the option to renew for one (1) additional one (1) year term under the same rates, terms and conditions and/or scope of services.

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SECTION II: RFP REQUIREMENTS

REQUEST FOR PROPOSALS WITH QUALIFICATIONS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

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, limited to 3 pages in length.

PERSONNEL AND STAFFING:

The provider shall provide an organizational chart for their organization and a summary paragraph of the project work to be performed by each proposed staff member. It should include his/her experience, training and education.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by the Emergency Medical Services Act, Texas Health & Safety Code ann. Ch. 773 (Vernon 1992 & Supp. 1995) V.T.C.A., Health and Safety Code.

REQUIREMENTS, SCOPE OF SERVICES AND RESPONSIBILITIES

HIDALGO COUNTY is seeking proposals from qualified & certified emergency medical (ambulance) services providers of interested in contracting with Hidalgo County Precinct 3's Unincorporated Areas to provide on-call emergency services to the areas as listed in the requirements. Interested providers submitting proposals must be licensed by the Texas Department of health for the provision of emergency medical (ambulance) services in accordance with the specifications outlined in this document.

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PROPOSER'S QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent and duly licensed provider under the Emergency Medical Services Act, Texas. Health & Safety Code ann. Ch. 773 (Vernon 1992 & Supp. 1995) V.T.C.A., Health and Safety Code, that has had experience in but not limited to, the following:

- Maintain a state of the art communication center capable of managing EMS calls County Wide.
- Maintain a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health.
- Must have two (2) years of experience.
- Provider must have and established record of similar emergency response services within the State of Texas for at least the two (2) years immediately preceding the effective date of this Contract.
- Provider must be licensed by the Texas Department of Health for the provision of the emergency medical services described in these Specifications, and must, in addition, possess all other licenses, permits, third-party reimbursement arrangements required of the provider by law, regulation, or sound business practices.
- Additionally, this section should include a description of the provider's most recent similar projects with state, county, municipal, educational or any other political subdivision or entity. A minimum of two (2) references for whom the same type of work was performed is required (list must include name, address, telephone number(s), date and project description).
- Company must provide a minimum of Advanced Life Support ("ALS") or higher services at all times and for all calls, according to the standards and conditions established by the Texas Department of Health and the Texas Emergency Medical Services Act Texas Health & Safety Code Ann. Ch. 773 (Vernon 1992 & Supp. 1995).
- Company must dedicate six (6) ALS-equipped or better ambulance unit(s) exclusively to service Hidalgo County Precinct 3 with a base station in such area. In the EMS Proposal, the following must be included;

    1) Vehicle Identification Number (VIN)
    2) Make
    3) Model
    4) License Plate Number

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- Vendor must have a minimum of three (3) ears experience with Hidalgo County Emergency Services district contracts (also known as 911)

- Company must have in place, or be able to acquire prior to the commencement date of any services provided under this Contract, mutual aid agreements with other emergency medical services providers in the neighboring areas to assist in the event of a major incident or should additional units be otherwise required on a temporary basis to adequately cover the contemplated service area. Such arrangements shall, at all times, be subject to the approval of the Hidalgo County Commissioners Court. Mutual aid arrangements may be used by Company to meet the response time and performance requirements of these Specifications, provided, however, that the services provided by other ambulance services shall be of a level at least equal to the minimum requirements of these Specifications.

- Company shall be responsible for all day-to-day operations of the emergency medical services provided in the Service Area, including, but not limited to, hiring, staffing, dispatching, filed operations, billing, collections, and purchasing, and shall provide all necessary in-service and other training of all dispatchers, field personnel, drivers, technicians, and paramedics.

- Company must have in place or be able to acquire prior to the commencement date of any services provided under this Contract, arrangements with "first responder organizations" such as local police and fire departments to assist Company responding to emergency calls within the Service Areas. Where first responder organizations are units of a or affiliated with political subdivisions of the State of Texas(e.g…fire departments, police departments, and/or sheriff department), Company will provide such organizations with all necessary equipment and supplies, including but not limited to trauma kits and pediatric kits, at no cost to such political subdivisions or the first responder organization. In addition, all first responder organizations will be provided with training if necessary to meet state certification requirements at no additional cost to such organizations or political subdivisions.

- Company must have in place, or be able to acquire prior to the commencement date of any services provided under this contract, arrangements with local hospitals within and ear the Service Areas for telemetry and telecommunications contact with emergency department physicians, and for patient assessment techniques, standing orders, and recommend diagnoses or medical protocols.

- Company shall prepare and publish professionally prepared pamphlets, brochures, circular and other documents necessary and appropriate to advise residents of the service area of the levels and types of services available, complaint procedures, and the rates charged by the Company.

- To the extent available in the service area. Company will make arrangements for interface with the "911" dispatching system on or before the commencement of services provided under this Contract.

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- Company shall be expected to promote and maintain a good reputation in the medical community through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints from whatever source, and leadership in community education programs such as basic first aid and "CPR" training, health fairs, and school visits.

- While this Contract is a "performance contract", and while Company is encouraged to employ its own methods and techniques for producing the highest levels of patient care, Company is expected, as well, to utilize management practices that ensure all field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are relieved at such times as to prevent persons with impaired judgment or motor skills from serving patients.

- For at least ninety percent (90%) of all calls, as determined by the dispatcher in strict accordance with approved telephone protocols, Company shall maintain a call-to-one-scene response time of twenty (20) minutes or less. All response time in excess of twenty (20) minutes shall be documented in writing, together with Company's efforts to eliminate repetition of poor response-time performance.

- Company will be allowed to provide non-emergency transport of patients within and surrounding the Service Area, provided such non-emergency transport do not in any manner impair Company's ability to meet the service and response time requirements of these Specifications.

- Company must make provision to allow for direct radio or other telecommunication contact between mutual aid providers, first response providers and Company and its dispatchers to effect accurate and reliable coordination of efforts between such providers.

- In order to provide the highest quality of care to patients of Company, the following minimum standards of hygiene must be observed:
    a. After transportation of a patient, the interior of the ambulance shall be straightened and cleaned. All linens shall be replaced.
    b. If a patient with an infectious disease is transported, the ambulance interior shall be completely cleaned and disinfected. All applicable infection control standards and operating procedures shall be adhered to.

- Services will be provided in rural areas situated outside the corporate boundaries of any cities in Precinct 3 of Hidalgo County and not served by ambulance service of any fire district located in Precinct 3. Cities are Alton , Palmview, Granjeno, La Joya, Sullivan City, and Peñitas (Service Area).

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OTHER INFORMATION:

All costs and expenses associated with the preparation and submission of (quotes, bids, proposals and/or statements of qualifications), and/or shall be the responsibility of the proposer and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

COMMUNICATION WITH COUNTY EMPLOYEES:

Company submitting proposal shall not discuss this RFP with employees of Hidalgo County other than Hidalgo County Purchasing Agent/Staff. **If discussion is necessary, company will notify in writing Hidalgo County Purchasing Agent/Staff. Failure to abide by this requirement may result in automatic disqualification.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposers to provide a fee proposal based on the scope of work/services.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

Evaluation criteria contained in this RFP, consists of a 100 point scoring system. Hidalgo County Commissioner's Court, Elected Official or Department Head shall select and designate evaluation committee members, which will then, review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking by Hidalgo County Commissioners' Court.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

NEGOTIATION PROCESS:

The number one ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to pen negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

Any Contract awarded 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.

All RFP's must be submitted by no later than 9:30 a.m. on Wednesday, , 2012,

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EXHIBIT B
EVALUATION CRITERIA

HIDALGO COUNTY PRECINCT 3

EMERGENCY AMBULANCE SERVICE IN UNINCORPORATED AREAS

RFP NO. 2012-000-00-00-00

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EXHIBIT "B"
HIDALGO COUNTY PRECINT 3-
EMERGENCY AMBULANCE SERVICE IN UNINCORPORATED AREAS
RFP NO.: 2012-000-00-00-

EVALUATION AND SELECTION CRITERIA

The County will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualification under the RFP. The evaluation criteria will include, but not be limited to the following:

1. **ECONOMIC EVALUATION OF THE PROPOSED FEE SCHEDULE 30 POINTS**

   - Furnish satisfactory evidence of their ability to furnish products or services
   - The Providers cost of the proposed service.

2. **RESPONSIVENESS TO THE REQUEST FOR PROPOSAL 20 POINTS**

   - The Providers technical understanding of the project and its purpose as evidenced by the quality of the proposal submitted.
   - The firm adheres to the instructions in this Request for Proposals on preparing and submitting the proposal

3. **PROPOSER'S CAPABILITY TO PROVIDE THE SERVICE REQUESTED 30 POINTS**

   - Experience and knowledge necessary to provide and perform the required Emergency Ambulance Service
   - Have the personnel level and equipment necessary to provide immediate services.
   - Provide sufficient professional background (references) indicative of outstanding or exceptional services.

4. **PROPOSERS EXPERIENCE/QUALIFICATIONS 20 POINT**
   - Proposer's qualifications (e.g. licenses/certificates) Evidence of Proposer's previous experience with the services being requested

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EXHIBIT "B"
HIDALGO COUNTY PRECINT 3-
EMERGENCY AMBULANCE SERVICE IN UNINCORPORATED AREAS
RFP NO.: 2012-000-00-00-

SCORING SHEET

Selection Criteria	**Points**	**Score**
1. ECONOMIC EVALUATION OF THE PROPOSED FEE SCHEDULE **(30)pts**		
➢ Furnish Satisfactory evidence of their ability to furnish products or services	0-15	
➢ The Providers cost of the proposed service	0-15	
Comments/Rationale for points:	**TOTAL:**	
2. RESPONSIVENESS TO THE PREQUEST FOR PROPOSAL **(20)pts**		
➢ The Providers technical understanding of the project and its purpose as evidenced by the quality of the proposal submitted.	0-10	
➢ The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.	0-10	
Comments/Rationale for points:	**TOTAL:**	
3. PROPOSER'S CAPABILITY TO PROVIDE THE SERVICE REQUESTED **(30)pts**		
➢ Experience and knowledge necessary to provide and perform the required Emergency Ambulance Services.	0-10	
➢ Have the personnel level and equipment necessary to provide immediate services.	0-10	
➢ Provide sufficient professional background (references) indicative of outstanding or exceptional services.	0-10	
Comments/Rationale for points:	**TOTAL:**	
4. PROPOSERS EXPERIENCE/QUALIFICATIONS **(20)pts**		
➢ Proposer's qualifications (e.g. licenses/certificates)	0-10	
➢ Evidence of Proposer's previous experience with the services being requested	0-10	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

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rocio.villarreal

Subject: FW: contract -Ambulance Services"

From: mona parras [mailto:monaparras@yahoo.com]
Sent: Monday, July 09, 2012 8:39 AM
To: Martha Salazar
Subject: Re: contract -Ambulance Services"

Ms. Marty,

Good Morning --out of the office on vacation Thursday and Friday --in response to your question --Yes -Commissioner is aware that there is an option to extend contract for one more year....However, he wishes to terminate the contract and advertise for an ambulance service provider..Let me know what we need to o on our part ,.,...and when it would be placed on the agenda?

Respectfully,

Mona R. Parras

Dr. Mona R. Parras
Chief Administrator, Pct. 3
Office of Commissioner Joe M. Flores
956-585-4509 (wk. #)
956-827-6172 (cell #)
956-205-7012 (fax #)
monaparras@yahoo.com

From: Martha Salazar <martha.salazar@co.hidalgo.tx.us>
To: 'mona parras' <monaparras@yahoo.com>
Cc: darlene.betancourt@co.hidalgo.tx.us
Sent: Thursday, July 5, 2012 3:22 PM
Subject: FW: contract -Ambulance Services"

Ms. Mona:
Please read below. Is Comm. Flores requesting we not consider the option to renew for one additional (see attached document)? If that is the case, we will place the item on as:
1. CC discussion and action on a One (1) Year Option to Extend the contract. If yes, it continues for one year or if CC rejects option to renew, the alternative caption,
2. Authority to advertise Ambulance Service Provider, Etc. and the current agreement expires on 8-21-2012.
Let us know how Commissioner wishes to proceed. We just want to make sure he is aware of the option to extend for one (1) year in the current agreement.
Thanks,
Marty

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Thursday, July 05, 2012 2:23 PM
To: 'Martha Salazar'
Subject: RE: contract -Ambulance Services"

Ms. Marty
The current contract states the contract expiration is set for August 21, 2012, however, there is one (1) remaining option to renew (1 Year) (see attached).
Do we commence in submitting an agenda item to terminate the contract (as stated in the contract-30 day termination clause) to request authority to issue termination notice with authority to advertise, please advise.
Thank you,
Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 03, 2012 5:14 PM
To: darlene.betancourt@co.hidalgo.tx.us
Cc: 'mona parras'
Subject: FW: contract -Ambulance Services"

Please review and respond to me.
Marty

From: Mona Parras [mailto:mona.parras@co.hidalgo.tx.us]
Sent: Tuesday, July 03, 2012 4:56 PM

To: 'Martha Salazar'
Subject: contract -Ambulance Services"

Ms. Marty,
Good Afternoon –Commissioner is aware that the contract for Ambulance Services expires in August –he would like to open it up for bids –please advise on what our role is to ensure that this option is adhered to….thank you and have a Great and Safe 4th of July..
Will not be back in office (GW) until Monday, July 9th --

Sincerely,

Dr. Mona Ramirez Parras

Chief Administrator
Hidalgo County Precinct # 3
Ph. 956.585.4509
Cell. 956.827.6172
Fax. 956.205.7012
Email: monaparras@yahoo.com

AI-33273 **8. C.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement, etc.) as attached hereto for: Hidalgo County Urban County Program-"Lease Office Space to House Hidalgo County Urban County Program"-RFB No.: 2012-143-00-00-SGS, including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

BACKGROUND

1.Current contract expires on: December 31, 2012
2. New contract will commence on: January 01, 2013
3. Proposed schedule of events:
1st Advertisement: August 04, 2012
2nd Advertisement: August 11, 2012
Bid Opening Date: August 22, 2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 5011-99-2101-6443-9900

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

BUDGETARY IMPACT:

Urban County Program - $ 87,700 per yr. as of 06/25/12

Attachments

Procurement Packet & Legal approval of draft

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/20/2012 10:16 AM
Budget & Management	Merlen P. Munoz	07/23/2012 08:46 AM
Erika Zamora	Erika Zamora	07/27/2012 11:33 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Sandy Suarez Started On: 07/16/2012 04:09 PM

Final Approval Date: 07/27/2012

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: **Diana Serna, Director**
Hidalgo County Urban County Program

Attn Maria Flores

From: Sandra Suarez, Buyer II
Hidalgo County Purchasing Department

Date: **May 31, 2012**

Re: **Approval or Disapproval of Specifications for: RFB NO.: -2012-143-00-00-SGS Hidalgo County Urban County-"Lease Office Space to House Hidalgo County Urban County Program"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE with revisions on page 2 of 4 X	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: X YES / _____ NO/ _____ Other

(Specify) Urban County Program – U. S. Dept of Housing and Urban Development

BUDGET ACCOUNT #: 5011-99-2101-6443-99900

Diana R Serna	Diana R. Serna	Urban County Program	6/25/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than June 13, 2012 @ 10:00 A.M.

Enclosures

REVISED EXHIBIT "A"

Hidalgo County Urban County

"Lease Office Space to House Hidalgo County Urban County Program"

RFB No.: 2012-143-00-00-SGS

SCOPE OF SERVICES: Building should be in good working condition to provide as follows:

SPECIFICATIONS:

1. The proposed office building shall consist of a minimum of **8,000** to maximum of **10,000** square feet of available office space to house Hidalgo County Urban County Program and shall be located within the parameters of: **(North) Freddy Gonzalez (Edinburg), (South) Kelly Street (Pharr), (East) Raul Longoria Road and (West) Sugar Road.**

2. Bidder shall charge by the square foot.

3. The proposed bid premises shall be in compliance with all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities provided by the landlord. Parking Facility must have a designated parking area, to accommodate Urban County Program employees and visiting cliental. A minimum of **40** allotted, paved parking spaces will be required with a minimum of two (2) designated Handicap parking spaces. Parking Facility must be preferably 35 linear feet, from the entrance of the proposed bid premises, but not to exceed 50 linear feet.

4. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.

5. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.

6. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.

7. Bid premises shall have water, sewer, garbage pickup in addition to electricity & natural gas. Lessor shall be responsible for electrical maintenance.

8. Bid premises shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.

DRAFT

9. Building shall be free from rodents and insects prior to occupancy by the Urban County Program staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract

10. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will become void/null.

11. If any renovations to the building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the bidder and at the bidder's expense. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme as acceptable to the Urban County Director. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, bid will be become void/null.

12. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.

13. Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

2. Bidder will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to the WIC Clinic for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached**. The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

DRAFT

3. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.

4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at lease thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder

5. Hidalgo County is requesting that all interested vendor(s) submitting bids for this project **must provide the following**: A) **Property ID number** and /or **Geographic ID number**. B) **Legal Description** as listed in your local Hidalgo County Appraisal District for proposed property.

6. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.

3. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County Urban Program.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

DRAFT

5. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to Hidalgo County.

6. 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 a (30) thirty day's written notice prior to cancellation/termination.

7. **Bidder must provide the legal description** of the property along with your bid and include a proposed **"FLOOR PLAN LAYOUT"** of your facility.

8. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, Month 00, 2012 by 5:00 P.M. Responses to said inquiries will be sent to applicants via facsimile by no later than **Friday, Month 00, 2012 by 5:00 P.M.**

DRAFT

Sandy Suarez

From: Diana Serna [diana.serna@ucp.co.hidalgo.tx.us]
Sent: Wednesday, June 27, 2012 12:13 PM
To: 'Sandy Suarez'
Subject: RE: RFB NO.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program" Parking area

It's good.

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Tuesday, June 26, 2012 2:26 PM
To: 'Diana Serna'
Cc: 'Maria Flores'
Subject: RFB NO.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program" Parking area
Importance: High

Good Afternoon Ms. Serna,

I have attached the revised Exhibit A (page 1-paragraph 3) for your review. This is in regards to the parking area. Please let me know if you are in agreement with it or not.

Thank you,
Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

Sandy Suarez

From: Sandy Suarez [sandy.suarez@co.hidalgo.tx.us]
Sent: Monday, June 25, 2012 5:05 PM
To: 'Diana Serna'
Subject: RE: RFB No.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program"

Oh, I see. Let me try to implement some language requesting private parking area consisting of at least 40 spaces into the specifications, and hopefully allow us to use this as a requirement for the Leased Office space.
Thank you,
Sandy

From: Diana Serna [mailto:diana.serna@ucp.co.hidalgo.tx.us]
Sent: Monday, June 25, 2012 4:46 PM
To: 'Sandy Suarez'
Subject: RE: RFB No.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program"

Not really. The current place that we have now consist of a few different businesses. The parking lot is communal and probably has about 80 spaces. I just want to be sure that if we end up somewhere like here, that at least 40 spaces are allocated to the Urban County Program.

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Monday, June 25, 2012 4:26 PM
To: 'Diana Serna'
Subject: RE: RFB No.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program"

Ms. Serna,

If I'm understanding correctly, you would like the parking spaces to be divided , with some specified for "Employees only parking" and the rest for the clients., plus of course the two (2) Handicapped, Is that correct? If so, how many spaces would you like to have for the employees?

Thank you,
Sandy Suarez

From: Diana Serna [mailto:diana.serna@ucp.co.hidalgo.tx.us]
Sent: Monday, June 25, 2012 4:02 PM
To: 'Sandy Suarez'
Subject: RE: RFB No.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program"

Sandy, the Account No. for Lease Payment is 5011-99-2101-6443-9900 and we have $ 86,700 per year.

Additionally, in review of the revised specs, I'd like for the 40 spaces in the parking lot to be available for the UCP staff and clients and not just consist of 40 spaces to be shared.

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Monday, June 25, 2012 2:40 PM
To: 'Diana Serna'
Cc: 'Maria Flores'
Subject: RFB No.: 2012-143-"Lease Office Space to House Hidalgo County Urban County Program"
Importance: High

Good Afternoon Ms. Serna,

I received the Memorandum of Approval of Specifications for the above referenced project. I greatly appreciate it. The modifications were done as requested and I also added some language and a few other terms and conditions for your review (in red font) . Nothing needs to be returned to me, unless you have concerns with the additions. This is just so you can be aware of what I added.

Can you please let me know the amount of funds available from your budget account number that is to be utilized for this project? (5011-99-2101-6443-P9900) I will need this for the fiscal Impact of my agenda item, once I'm ready to request the approval & authorization to advertise, from Comm. Court.
Any questions or concerns, please let me know.

Thank you,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 South Bus. Hwy 281
Edinburg, Texas 78539
(956) 292-7000 ext. 4860
(956) 318-2629 fax
sandy.suarez@co.hidalgo.tx.us

EXHIBIT "A"

HIDALGO COUNTY
"LEASE OF OFFICE SPACE FOR URBAN COUNTY PROGRAM"
BID NO.: 2012-121-00-00-SGS

S P E C I F I C A T I O N S

SCOPE OF SERVICES: Building should be in good working condition to provide as follows:

SPECIFICATIONS:

1. The proposed office building shall consist of a minimum of 7,500 to maximum of 8,500 square feet of available office space to house Hidalgo County Urban County Program and shall be located within the parameters of: **(North) Freddy Gonzalez (Edinburg), (South) Kelly Street (Pharr), (East) Raul Longoria Road and (West) Sugar Road.**

2. Bidder shall charge by the square foot.

3. The proposed bid premises shall meet all ADA accessibility requirements and shall be fully handicap accessible for all parking facilities provided by landlord. **(Minimum parking spaces: 35 - 40)**

4. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.

5. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.

6. Bid premises shall have water, sewer, garbage pickup in addition to electricity & natural gas. Lessor shall be responsible for electrical maintenance.

7. Bid premises shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.

8. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will become void/null.

9. If any renovations to the building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the bidder and

at the bidder's expense. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme as acceptable to the Urban County Director. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, bid will be become void/null.

10. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.

11. Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

2. Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements SEE EXHIBIT "C" attached.

3. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.

4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at lease thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of three (3) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.

3. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County Urban Program.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. 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 a (30) thirty day's written notice prior to cancellation/termination.

6. All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

7. Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of you facility.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, Month 00, 2012 by 5:00 P.M. Responses to said inquiries will be sent to applicants via facsimile by no later than **Friday, Month 00, 2012 by 5:00 P.M.**

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

EXHIBIT "B"
HIDALGO COUNTY URBAN COUNTY
"Lease Office Space to House Hidalgo County Urban County Program"
RFB NO.: 2012-143-00-00-SGS

BID PAGE

Monthly charge for **"Lease Office Space to House Hidalgo County Urban County Program"** as requested, but not limited to, in the specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial three (3) years term with an additional one-year (1) renewal at the County's option to renew.

NIGP COMMODITY CODE: 971-45

Price at $_____ per square foot.

Total Square Feet of Proposed Building: _____

TOTAL MONTHLY BID PRICE: $_____

Proposed Location (address):_____

Property ID# and/or Geographic ID#:_____

Legal Description of property: _____

BIDDER/COMPANY NAME: _____

ADDRESS:_____

CITY:_____STATE: _____ZIP CODE: _____

PHONE No: _____FAX No. _____

CELL PHONE No:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE:_____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in plaior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT .**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 05, 2012 3:10 PM
To: leticia.saenz@co.hidalgo.tx.us; 'Sandy Suarez'
Subject: FW: Lease Agreement C-12-143-00-00

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, July 05, 2012 2:40 PM
To: 'Martha Salazar'
Subject: RE: Lease Agreement C-12-143-00-00

The lease template is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 05, 2012 1:52 PM
To: 'Steve Crain'
Cc: leticia.saenz@co.hidalgo.tx.us; 'Sandy Suarez'
Subject: FW: Lease Agreement C-12-143-00-00
Importance: High

Mr. Crain:
Revisions made. Please review and comment as to form.
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, July 05, 2012 1:40 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Sandy Suarez'
Subject: FW: Lease Agreement C-12-143-00-00

Ms. Marty-

Please forward to Mr. Crain for review and approval. Revisions have been made.

Please advise.

Thanks.

Letty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 05, 2012 12:06 PM
To: leticia.saenz@co.hidalgo.tx.us; 'Sandy Suarez'
Subject: FW: Lease Agreement C-12-143-00-00

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, July 05, 2012 11:50 AM

To: 'Martha Salazar'
Subject: Lease Agreement C-12-143-00-00

Please see revisions.

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-12-143-00-00

THIS LEASE is made and entered into by and between_____, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this "Lease" as "Lessee", in accordance with the Request for Bids (RFB) Procurement Packet, attached hereto as Exhibit "A".

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "B", the "Premises", attached hereto and Lessor and Lessee agree the "Premises" consist of (_____) square feet.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for **three (3) years** commencing on _____, **2013** (as hereinafter defined) and ending on _____, **2015** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third

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party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an **additional one (1) year term**, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination

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

Lessor's Warranty of Quiet Enjoyment

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

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to ($_____) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first (1st) business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at (address, city, state & zip) or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

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Taxes

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

ARTICLE 3. USE OF PREMISES

Permitted Use

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

Waste, Nuisance, or Illegal Use

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

ARTICLE 4. REPAIRS AND MAINTENANCE

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

Lessor's and Lessee's Duties to Repairs

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall

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make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's Duty

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

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
(2) Plumbing facilities that conform to applicable law, maintained in good working order.
(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.
(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
(7) Floor, stairways, and railings maintained in good repair.
(8) Landscaping (all greenery, watering, and maintenance).
(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In

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such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

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

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

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

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repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

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

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair

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insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessor. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the

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provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

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

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the

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occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

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

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

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

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Condemnation Award

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

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee’s notice to Lessor of repairs or

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maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

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

Waiver of Breach

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

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights

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under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

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

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

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

Lessor:	Lessee:
_____	County of Hidalgo
_____	Attn: County Judge
_____	1615 South Closner, Suite J
_____	Edinburg, Texas 78539

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

Parties Bound

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

Texas Law to Apply

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

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Hidalgo County, Texas.

Legal Construction

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

Prior Agreements Superseded

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

Amendment

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

Rights and Remedies Cumulative

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

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or

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defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

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

Real Estate Commission and Finder's Fees

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

Estoppel Information

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

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

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Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2012.

LESSOR:

By:_____

LESSEE:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____, 2012.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

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EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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EXHIBIT "B"
PROPERTY/LEGAL DESCRIPTION

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EXHIBIT "C"
LESSOR'S BID PRICE

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EXHIBIT "D"
INSURANCE CERTIFICATE

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AI-33450 **8. D.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **SECOND (2nd) YEAR** of the nine (9)-one (1) year options to extend/renew provided in the current contract for**:"LEASE OF TOWER SPACE"** in connection to the Lease Agreements (detailed below) for Hidalgo County Division of Emergency Services, under the same rates, terms and conditions, effective 08/03/12.

1. E-11-215-07-26 (C-10-043-08-03) - O.E INVESTMENTS, INC - LA JOYA TOWER SITE
2. E-11-216-07-26 (C-10-044-08-03) - O.E INVESTMENTS, INC - WESLACO TOWER SITE

BACKGROUND

Extension/Renewal-OEInvestments, Inc-E-11-215-07-26 (C-10-043-08-03) LA JOYA TWR SITE & E-11-216-07-26 (C-10-044-08-03) WESLACO TWR SITE

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-429-00-110-075-0-441

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

BUDGETARY IMPACT:

Attachments

Ext/Renewal-OEI-La Joya Tower Site

Ext/Renewal-OEI-Weslaco Tower Site

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:53 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:56 PM
Rosalinda Cantu	Merlen P. Munoz	07/27/2012 03:39 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Letty Saenz Started On: 07/26/2012 02:46 PM

Final Approval Date: 07/27/2012

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

June 25, 2012

Othal E. Brand, Jr., President/C.E.O.
O. E. INVESTMENTS, LTD.
P. O. Box 4408
Mc Allen, Texas 78502
Ph. (956) 793-0103 C (956) 793-0103

via email Obrand@rioplexwireless.com
via facsimile (956) 631-2334

Re: ***Renewal/Extensions for the following: E-11-215-07-26 (C-10-043-08-03) -LA JOYA TOWER SPACE & E-11-216-07-26 (C-10-044-08-03) WESLACO TOWER SPACE- HIDALGO COUNTY EMERGENCY DIVISION.***

Dear Mr. Brand:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (Second 2nd Year) of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 7/26/12
Othal E. Brand, President/C.E.O.

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia M. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Insurance Agency P.O. Box 4288 McAllen, TX 78502	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A:** Essex Insurance Company **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**
INSURED O E Investments Ltd 41600 Hwy 83 La Joya, TX 78560	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CL420913390	01/18/2012	01/18/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000,000 $ $ 100,000 $ $ 5,000 $ EXCLUDED $ $2,000,000 $ EXCLUDED
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED 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 DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

RE: 41600 Hwy 83 La Joya, Texas 78560
176 S. Milanos Weslaco, Texas 78596

CERTIFICATE HOLDER

County of Hidalgo
2812 S. Bus. 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

Amy Leicht

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Enedelia Hernandez
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS: nellieh@shepins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	0060
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

COVERAGES **CERTIFICATE NUMBER: 2012-2013 W/C** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		TSF-0001208277	01/28/2012	01/28/2013	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Bus. 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

Kent Shepard/CL21

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDED AND RESTATED
LEASE AGREEMENT
C-10-043-08-03

This **AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS** and **O.E. INVESTMENTS, LTD.**, a Texas Corporation, effective the 3rd day of August 2010, is made between the parties, as follows:

WHEREAS, on or about June 22, 2010 Hidalgo County (the "Lessee") executed a Lease Agreement (the "Lease Agreement") which was to be approved and executed by O.E. Brand (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the Lease Agreement accidently omitted a term required in the bid specifications and the Lessee now desires to amend and restate the Lease Agreement to correct the mistake;

WHEREAS, Lessor, although not executing the original Lease Agreement, desires to execute this Amended and Restated Lease Agreement;

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, this **AMENDED AND RESTATED LEASE AGREEMENT** is made and entered into this 3rd day of August, 2010 by and between **O. E. Investments, Inc.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit A-1 and Exhibit A-2, incorporated herein at this point for all purposes ("the Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **August 3, 2010** and expiring on **August 2, 2011**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Voluntary Termination

2.03 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.04 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of Two **Thousand Seven Hundred Dollars ($2,700.00)** per month for a **one (1) year period**. Rent for any partial month of the initial lease term shall be prorated. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease. Each Rental payment shall be paid in lawful money of the United States at the time to the Lessor at: **P.O. Box 4408, McAllen, Texas 78502**, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee forty two (42) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent,all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Article I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **August 3, 2010** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of

this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR
O. E. Investments, Ltd.
Attn: Othal E. Brand, Jr.
P. O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Rene A. Ramirez, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Division of Emergency Services
Attn: A. A. "Tony" Pena, Jr., Emergency Manager Coordinator
1615 South Closner, Suite G
Edinburg, Texas 78539

Parties Bound

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of
Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Legal Construction

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant
of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment subject to the Lessor's approval/disapproval. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Amended and Restated Lease Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON August 3, **2010**

HIDALGO COUN TY, TEXAS

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

O.E. INVESTMENTS, LTD.

By:
Othal E. Brand, Jr., President/CEO

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"Lease of Tower Space-La Joya, TX"
Bid No: 2010-043-05-12-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 3 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Lease Agreement, consisting of 10 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

April 26, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

April 26, 2010

Re: **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**
Request for Bids -**"LEASE OF TOWER SPACE-LA JOYA, TX"**
Bid No: 2010-043-05-12-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"

BID OPENING DATE:
May 12, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES–LEASE OF TOWER SPACE-LA JOYA, TX"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-043-05-12-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, May 12, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - 2010-043-05-12-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-LA JOYA, TX"** 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 Division of Emergency Services
  Attn: Belinda Alvarez
  100 E. Cano, 2nd Floor
  P.O. Box 1356
  Edinburg, TX 78539
  956-318-2600

17. Schedule of Events

Bid Opening, 9:30 AM	**May 12, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID NO.: 2010-043-05-12-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - 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: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
(DEPARTMENT OF EMERGENCY MANAGEMENT)
"LEASE OF TOWER SPACE-LA JOYA,TX"
RFB NO. 2010-043-05-12-ERT
SPECIFICATIONS

Hidalgo County is seeking to Lease Tower Space for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
La Joya	26-14-57.0 N	098-30-12.6 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
La Joya	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below.

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below.

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below.

8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.

9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.

10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.

12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.

13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

14) Tower site lease provider agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the tower site lease providers approval/disapproval.

15) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.

16) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

17) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.

18) **Tower site lease provider agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.**

19) **Tower site lease provider agrees to hold Hidalgo County harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and**

liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.

20) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

21) **Vendor must have a bid amount for ALL terms.**

22) **Tower rent MUST include cost of electricity, air conditioning BTU/electricity cost, building space cost, microwave connectivity cost, and tower space height cost.**

23) Any contract awarded to a successful bidder will be in effect until;
a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

24) **The awarded bidder shall adhere to the following insurance requirements:**
Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term:
The term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

Premises:
Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

Installed Equipment

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Site – La Joya, TX

800 MHz Radio Communications System

Master Antenna System
One transmit antenna shall be located at 480 feet.
One receive antenna shall be located at 430 feet.
One tower top preamp located at 430 feet.
One three foot microwave dish located at 250 feet.

Uninterruptible Power Supply system

Site Equipment List

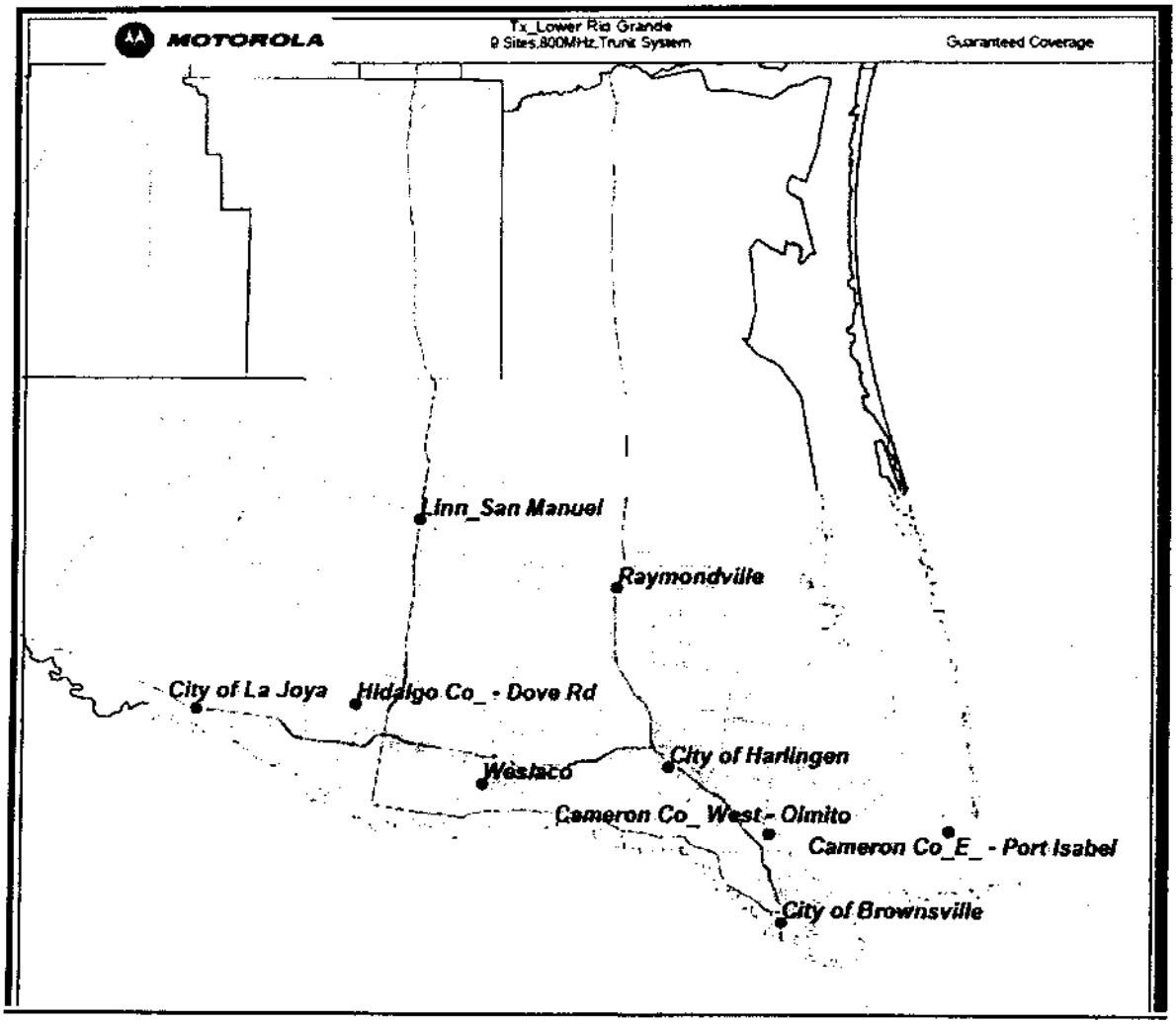
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000

1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

LRGVDC Project 25 800 MHz Voice and Data Radio Communications System

Engineered Coverage

Hidalgo County 800 MHz Elements



Site - La Joya

PREMISES

19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS

DISQUALIFICAITONS OF BIDDERS:
Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN, MAY 5, 2010 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than MAY 7, 2010 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID No: 2010-043-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 1st term of 1 year (12 months)	
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 2nd term of 1 year (12 months)	
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 3rd term of 1 year (12 months)	
4th 1 year term:	
Total cost per month	

Total cost for 4th term of 1 year (12 months)	
5th 1 year term:	
Total cost per month	
Total cost for 5th term of 1 year (12 months)	
6th 1 year term:	
Total cost per month	
Total cost for 6th term of 1 year (12 months)	
7th 1 year term:	
Total cost per month	
Total cost for 7th term of 1 year (12 months)	
8th 1 year term:	
Total cost per month	
Total cost for 8th term of 1 year (12 months)	
9th 1 year term:	
Total cost per month	
Total cost for 9th term of 1 year (12 months)	
10th 1 year term:	
Total cost per month	

Total cost for 10th term of 1 year (12 months)	
Grand Total	
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT. ☐ 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 $ GEN'L AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
C	**GARAGE LIABILITY** ☐ ANY AUTO **EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $ EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

CANCELLED

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised 12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A-1"
LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF LA JOYA, TEXAS

That space located 480 feet above ground level (AGL) or 620 feet above mean sea level (AMSL) on that certain tower located in La Joya, Texas on that certain property more particularly described in Exhibit A-2 attached hereto.

EXHIBIT "A-2"

PROPERTY LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF LA JOYA, TEXAS

(see attached)

Federal Aviation Administration
Southwest Region
Air Traffic Division, ASW-520
Fort Worth, TX 76193-0520

AERONAUTICAL STUDY
No: 00-ASW-5135-OE

ISSUED DATE: 10/16/00

OTHAL BRAND
OE INVESTMENTS, INC.
PO BOX 4408
MCALLEN, TX 78502

** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Description: ANTENNA TOWER (NEW) / SITE: LA JOYA A
150 MHZ & 460 MHZ @ ALL 200 WATTS ERP
Location: LA JOYA TX
Latitude: 26-14-57.00 NAD 83
Longitude: 098-30-12.60
Heights: 480 feet above ground level (AGL)
620 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

-As a condition to this determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1K, Obstruction Marking and Lighting, Chapters 3(Marked), 4, 5(Red), & 12.

-It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

___ At least 10 days prior to start of construction (7460-2, Part I)

X Within 5 days after construction reaches its greatest height (7460-2, Part II)

This determination expires on 04/16/02 unless:

(a) extended, revised or terminated by the issuing office or
(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case the determination expires on the date prescribed by the FCC for completion of construction or on the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

-As a result of this structure being critical to flight safety, it is

required that the FAA be kept apprised as to the status of this project. Failure to respond to periodic FAA inquiries could invalidate this determination.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, frequency(ies) or use of greater power will void this determination. Any future construction or alteration, including increase in heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at 817-222-5534. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 00-ASW-5135-OE.

Bruce C Beard

Bruce C. Beard
Specialist, Airspace Branch

(DNE)

7460-2 Attached

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
905.87 ACRES OF LAND
PORCION 46 AND 47
HIDALGO COUNTY, TEXAS

A tract of land containing 905.87 acres of land situated in Hidalgo County, Texas, and also being a part or portion of PORCION 46 and part or portion of TRACT NO. 1, PORCION 47, and said 905.87 acres also being more particularly described as follows:

BEGINNING at a fence corner post on the East line of said Tract No. 1 of Porcion 47 and the North right-of-way line of U. S. Expressway 83, for the Southeast corner of this tract;

THENCE S. 82° 19' 12" W. along said fence and the North right-of-way line of said Expressway 83 a distance of 4549.97 feet to a #4 rebar found for an angle point of this tract;

THENCE S. 87° 50' 21" W. along said fence and said North right-of-way a distance of 378.67 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 87° 36' 11" W. along said fence and said North right-of-way a distance of 188.17 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 80° 07' 38" W. along said fence and said North right-of-way a distance of 375.28 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 74° 30' 20" W. along said fence and said North right-of-way a distance of 315.31 feet to a #4 rebar found for an angle point of this tract;

THENCE N. 66° 43' 04" W. along said fence and said north right-of-way a distance of 9.41 feet to a fence corner for the Southwest corner of this tract;

THENCE N. 9° 11' 38" E. along said fence, a distance of 5117.61 feet to a fence corner for the western most Northwest corner of this tract;

THENCE N. 64° 40' 05" E. a distance of 185.66 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 81° 41' 13" E. a distance of 729.73 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 34° 52' 05" E. a distance of 143.70 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 87° 31' 14" E. a distance of 439.99 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 64° 04' 23" E. a distance of 739.88 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 25° 01' 39" E. a distance of 1314.38 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 08° 44' 55" E. a distance of 2248.38 feet to a #4 rebar set for an outside corner of this tract;

THENCE S. 14° 30' 29" E. a distance of 1689.94 feet to a #4 rebar set for an angle point of this tract;

THENCE S. 61° 17' 48" E. a distance of 508.94 feet to a #4 rebar set for an inside corner of this tract;

THENCE N. 15° 37' 38" E. a distance of 1710.98 feet to a #4 rebar set for an angle point of this tract;

THENCE N. 28° 33' 46" E. a distance of 2473.97 feet to a #4 rebar set for an outside corner of this tract;

THENCE S. 72° 28' 51" E. a distance of 333.72 feet to a #4 rebar set for an inside corner of this tract;

THENCE N. 35° 12' 51" E. a distance of 745.75 feet to a #4 rebar set for the northern most Northwest corner of this tract;

THENCE S. 74° 01' 45" E. a distance of 309.46 feet to a #4 rebar set on a fence line and the East line of said Tract No. 1 of Porcion 47, for the Northeast corner of this tract;

THENCE S. 8° 58' 39" W. along said fence and the East line of said Tract No. 1 of Porcion 47, a distance of 10216.33 feet to the POINT OF BEGINNING, containing 905.87 acres of land, more or less.

6\D\CM\EXA1

Charge And Return To
Edwards Abstract And Title Co
208 W. Cano
Edinburg, TX 78539

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO §

THAT CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, a Connecticut corporation, hereinafter referred to as "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS cash, and other good and valuable consideration, in hand paid by HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, hereinafter referred to as "GRANTEE", receipt of which is hereby acknowledged, and for which no lien, expressed, or implied, is retained or shall exist, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GRANTEE, the property, lying and being situated in Hidalgo County, Texas, (collectively, the "Property") described as follows and save and except and subject to the following:

All that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, subject to the LaJoya Hunting and Fishing Club Agreement, as amended, existing ordinances, rules and regulations and all valid and subsisting leases, easements, reservations, and exceptions of record and/or visible or apparent and subject to taxes for the year 1993 and subsequent years, and by acceptance hereof GRANTEE hereby assumes and agrees to pay taxes for the year 1993 and subsequent years; (GRANTOR hereby agreeing to pay taxes which are due and owing for the year 1992); and subsequent assessments for prior years (which shall include assessment of additional taxes due to this conveyance, GRANTEE's use of the Property or a change in appraisal and the so-called rollback obligation relating to agricultural use and appraisal);

SAVE AND EXCEPT and there is hereby reserved and retained by GRANTOR for itself and its successors and assigns (i) 145.6 acre feet of Class B water rights and all other water rights, certificates of adjudication and permits owned, held or claimed by GRANTOR, (ii) all pipes, facilities, pumps, motors, meters, equipment and other personal property and fixtures located on the Property, and the right, privilege and easement to use the same pursuant to the Easement Agreement herein referenced and the right, privilege and easement for thirty (30) days hereafter to remove the same to the extent not located

within the Easement Parcels defined and described in said Easement Agreement, (iii) certain easements, rights and privileges on, over, under, across and through the Property as set forth and described in, and upon the terms and provisions of, that certain Easement Agreement of even date herewith by and between GRANTOR and GRANTEE, which is incorporated herein by this reference, (iv) that certain Water Delivery Agreement by and between GRANTOR and GRANTEE of even date herewith together with all rights, benefits, privileges and easements therein set forth which are incorporated herein by this reference, and (v) that certain Drainage Easement by and between GRANTOR and GRANTEE of even date herewith together with all rights, benefits, privileges and easements therein set forth which are incorporated herein by this reference;

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject and save except as aforesaid, unto GRANTEE, and GRANTEE's successors and assigns, forever; and GRANTOR does hereby bind GRANTOR, and GRANTOR's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property, subject and save and except as aforesaid, unto GRANTEE, and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR but not otherwise.

This conveyance is being made and accepted without warranty, express or implied, except the title warranty herein expressly set forth, and GRANTEE by acceptance of this Deed acknowledges and agrees that the Property is being conveyed "AS IS" without warranties, express or implied, which warranties are DISCLAIMED hereby, except only the title warranty herein set forth.

EXECUTED this the 1st day of December, 1992.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

BY: _____
Name: Stephen Cunningham
Title: Senior Investment Officer

Grantee's name and address:

Hidalgo County Irrigation District No. 16
P. O. Box 1044
Mission, Texas 78572

THE STATE OF CONNECTICUT §

COUNTY OF HARTFORD §

This instrument was acknowledged before me this 1st day of December, 1992, by Stephen R. Cunningham, Senior Investment Officer of CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, on behalf of said CONNECTICUT MUTUAL LIFE INSURANCE COMPANY.

Beatrice C. Swanson
Notary Public, State of Connecticut

6\CM\D2

BEATRICE C. SWANSON
NOTARY PUBLIC
My Commission Expires March 31, 1994

EXHIBIT "B"

BID PAGE with BID TABULATION

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES	
BID OPENING DATE: May 12, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LEASE OF TOWER SPACE-LA JOYA, TX"	
BID NO: 2010-043-05-12-ERT	**BUYER: ERIC TREVINO**

NAME OF COMPANY	BID AMOUNT
O.E INVESTMENTS, LTD **MCALLEN, TX 78502**	Year 1 - $32,400.00
	Year 2 - $34,020.00
	Year 3 - $35,724.00
	Year 4 - $37,512.00
	Year 5 - $39,384.00
	Year 6 - $41,352.00
	Year 7 - $43,416.00
	Year 8 - $45,588.00
	Year 9 - $47,868.00
	Year 10 - $50,256.00
	Grand Total for 10 years - $407,520.00

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-LA JOYA, TX"
BID No: 2010-043-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,700.00
Total cost for 1st term of 1 year (12 months)	$32,400.00
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,835.00
Total cost for 2nd term of 1 year (12 months)	$34,020.00
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,977.00
Total cost for 3rd term of 1 year (12 months)	$35,724.00
4th 1 year term:	
Total cost per month	$3,126.00

Total cost for 4th term of 1 year (12 months)	$37,512.00
5th 1 year term:	
Total cost per month	$3,282.00
Total cost for 5th term of 1 year (12 months)	$39,384.00
6th 1 year term:	
Total cost per month	$3,446.00
Total cost for 6th term of 1 year (12 months)	$41,352.00
7th 1 year term:	
Total cost per month	$3,618.00
Total cost for 7th term of 1 year (12 months)	$43,416.00
8th 1 year term:	
Total cost per month	$3,799.00
Total cost for 8th term of 1 year (12 months)	$45,588.00
9th 1 year term:	
Total cost per month	$3,989.00
Total cost for 9th term of 1 year (12 months)	$47,868.00
10th 1 year term:	
Total cost per month	$4,188.00

Total cost for 10th term of 1 year (12 months)	$50,256.00
Grand Total	
Total Cost for 10 years (120 months)	$407,520.00
FCC Antenna Site Registration #	1223120

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments, Ltd.

ADDRESS: P.O. Box 4408

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103, (956) 631-2334-Fax

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: obrand@rioplexwireless.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Othal E. Brand, Jr.

TITLE President / CEO

OPENED
9:52am
MAY 12 2010
Witnessed

EXHIBIT "C"

INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2009

PRODUCER 956.686.3888 FAX 956.682.5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

INSURED O E Investments, Inc.
Po Box 4408
McAllen, TX 78502-4408

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: Scottsdale Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CPS1097250	12/02/2009	12/02/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
		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	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed as additional insured on GL policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
Kent Shepard/CL25

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ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 12/01/2009

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502	COMPANY Great American Insurance Comp 3200 Wilcrest Ste 300 Houston, TX 77042
PHONE (A/C. No. Ext): 956.686.3888 FAX (A/C. No): 956.682.5650 E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #: 00007015	
INSURED O E Investments, Inc. Po Box 4408 McAllen, TX 78502-4408	LOAN NUMBER POLICY NUMBER: IMP157 53 62 00 EFFECTIVE DATE: 12/02/2009 EXPIRATION DATE: 12/02/2010 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
1 Loc 00001 Bldg 00001 41600 Hwy 83 La Joya, TX 78560
2 Loc 00002 Bldg 00001 176 S Milanos Weslaco, TX 78596

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN I: SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

	COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000
2	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000

REMARKS (Including Special Conditions)

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 ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATIO OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Hidalgo County Purchasing Department 2812 S Bus Hwy 281 Edinburg, TX 78539	☐ MORTGAGEE ☐ LOSS PAYEE ☒ ADDITIONAL INSURED Certificate holder LOAN # AUTHORIZED REPRESENTATIVE Kent Shepard/CL25

ACORD 27 (2006/07)

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AI-22261 **44.A.0.**

Hidalgo County Emergency Mgt Division-Amended and Restated Lease Agreements (O E Brand Investments, Ltd) for Tower Space in La Joya and Weslaco, Texas

CC REGULAR

Date: 08/03/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval of the "Amended" and "Restated" Lease Agreements previously (approved by CC on 06/22/10) to O.E. Investments, LTD for the "Lease of Tower Space" in the Cities of La Joya and Weslaco, Texas for the Hidalgo County Emergency Management Division.

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

BACKGROUND

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-429-00-300-023-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Lease Agreement-C-10-043-08-03-OE Investments Ltd
Link: Lease Agreement-C-10-044-08-03-O E Investments Ltd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	07/29/2010 03:00 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Letty Saenz Started On: 07/29/2010 03:00 PM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Essex Ins Co	
INSURER B: Texas Mutual Insurance Company	0060
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: Master 2010-2012 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CL420912456	01/18/2011	01/18/2012	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ Excluded
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001208277	01/28/2011	01/28/2012	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured in favor of certificate holder as pertains to General Liability & Business Auto
30 Day notice of cancellation as pertains to Workers Compensation Policy

CERTIFICATE HOLDER

FAX: 318.2629

Hidalgo County
Attn: Purchasing Dept
2812 S. Bus 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
Kent Shepard

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SIA
SHEPARD INSURANCE AGENCY

5801 N. 10th Street, Suite 300 McAllen, TX 78504
P: (956) 686-3888; F: (956) 682-5650

Date: 2/1/11

TO: Hidalgo ounty

Attn: Leticia aenz

Fax # 318-262

Total Number pages: 2

Re: O.E. In stments, Ltd

Attach please f d certificate to insurance for the above captioned insured.

Should you ha any questions feel free to call or e-mail me.

Thank you,

Nellie Her ndez
Shepard Ins rance Agency
5801 N. 10th Stree Suite #300
McAllen, Texas 504
P: (956) 686-388 F: (956) 682-5650
P: (888) 686-388
e-mail: nellieh@s pins.com

"Payment Dis imer: It is not normal business practice to advise clients of either a lapse or cancellation of coverage due non-payment of premium. Appropriate notification of such action will be sent directly to you by either you surance company or premium finance company."

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

June 25, 2012

Othal E. Brand, Jr., President/C.E.O.
O. E. INVESTMENTS, LTD.
P. O. Box 4408
Mc Allen, Texas 78502
Ph. (956) 793-0103 C (956) 793-0103

via email Obrand@rioplexwireless.com
via facsimile (956) 631-2334

Re: ***Renewal/Extensions for the following:*** *E-11-215-07-26 (C-10-043-08-03) -LA JOYA TOWER SPACE* ***&*** *E-11-216-07-26 (C-10-044-08-03) WESLACO TOWER SPACE-* ***HIDALGO COUNTY EMERGENCY DIVISION.***

Dear Mr. Brand:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (Second 2nd Year) of the additional nine (9) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 7/26/12
Othal E. Brand, President/C.E.O.

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia M. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2012

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.

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PRODUCER Shepard Insurance Agency P.O. Box 4288 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED O E Investments Ltd 41600 Hwy 83 La Joya, TX 78560	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Essex Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CL420913390	01/18/2012	01/18/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000,000 $ $ 100,000 $ $ 5,000 $ EXCLUDED $ $2,000,000 $ EXCLUDED
	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 DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

RE: 41600 Hwy 83 La Joya, Texas 78560
176 S. Milanos Weslaco, Texas 78596

CERTIFICATE HOLDER	CANCELLATION
County of Hidalgo 2812 S. Bus. Hwy 281 Edinburg, TX 78539	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 Amy Leicht

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2012

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PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Enedelia Hernandez
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS: nellieh@shepins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	0060
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

COVERAGES CERTIFICATE NUMBER: 2012-2013 W/C REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF-0001208277	01/28/2012	01/28/2013	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Bus. 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

Kent Shepard/CL21

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDED AND RESTATED
LEASE AGREEMENT
C-10-044-08-03

This **AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS** and **O.E. INVESTMENTS, LTD.**, a Texas Corporation, effective the 3rd day of August 2010, is made between the parties, as follows:

WHEREAS, on or about June 22, 2010 Hidalgo County (the "Lessee") executed a Lease Agreement (the "Lease Agreement") which was to be approved and executed by O.E. Brand (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, the Lease Agreement accidently omitted a term required in the bid specifications and the Lessee now desires to amend and restate the Lease Agreement to correct the mistake and to revise the effective date thereof;

WHEREAS, Lessor, although not executing the original Lease Agreement, desires to execute this Amended and Restated Lease Agreement;

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, this **AMENDED AND RESTATED LEASE AGREEMENT** is made and entered into this 3rd day of August, 2010 by and between **O. E. Investments, Inc.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit A-1 and Exhibit A-2, incorporated herein at this point for all purposes ("the Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **August 3, 2010** and expiring on **August 2, 2011** subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for nine (9) additional one (1) year terms (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Voluntary Termination

2.03 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.04 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of Two **Thousand Seven Hundred Dollars ($2,700.00)** per month for a **one (1) year period**. Rent for any partial month of the initial lease term shall be prorated. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease. Each Rental payment shall be paid in lawful money of the United States at the time to the Lessor at: **P.O. Box 4408, McAllen, Texas 78502**, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee forty two (42) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Article I, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **August 3, 2010** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR
O. E. Investments, Ltd.
Attn: Othal E. Brand, Jr.
P. O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Rene A. Ramirez, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Division of Emergency Services
Attn: A. A. "Tony" Pena, Jr., Emergency Manager Coordinator
1615 South Closner, Suite G
Edinburg, Texas 78539

Parties Bound

10.02 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Agreement.

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of
Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Legal Construction

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant
of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment subject to the Lessor's approval/disapproval. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Amended and Restated Lease Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON August 3, **2010**

HIDALGO COUN TY, TEXAS

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

O.E. INVESTMENTS, LTD.

By: Othal E. Brand, Jr., President/CEO

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"Lease of Tower Space-Weslaco, TX"
Bid No: 2010-044-05-12-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 3 pages.**
   (Must be submitted with bid).
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid).
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Lease Agreement, consisting of 10 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

April 26, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

April 26, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES**
Request for Bids -**"LEASE OF TOWER SPACE-WESLACO, TX"**
Bid No: 2010-044-05-12-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX "

BID OPENING DATE:
May 12, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES–LEASE OF TOWER SPACE-WESLACO, TX"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-044-05-12-ERT-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-WESLACO, TX"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, May 12, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - 2010-044-05-12-ERT - RFB-HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-WESLACO, TX".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all

circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-WESLACO, TX"**
  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 Division of Emergency Services
  Attn: Belinda Alvarez
  100 E. Cano, 2nd Floor
  P.O. Box 1356
  Edinburg, TX 78539
  956-318-2600

17. Schedule of Events

Bid Opening, 9:30 AM	**May 12 , 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the

purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX"
BID NO.: 2010-044-05-12-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - 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: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
(DEPARTMENT OF EMERGENCY MANAGEMENT)
"LEASE OF TOWER SPACE-WESLACO,TX"
RFB NO. 2010-044-05-12-ERT
SPECIFICATIONS

Hidalgo County is seeking to Lease Tower Space for the Hidalgo County Division of Emergency Services (Department of Emergency Management). Specifications are as, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

2) Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of May, 2009. Tower site must be geographically located within 2 miles of the following:

Name	Latitude	Longitude
Weslaco	26-07-42.2 N	098-00-45.0 W

3) Height of tower shall be as follows:

Name	Minimum Required Height in feet
Weslaco	480

4) Tower site lease provider must provide an equipment shelter at or near the base of the tower to house the communication system and peripherals. Equipment shelter shall be of concrete block or or other construction capable of withstanding sustained hurricane force winds.

5) Tower site lease provider shall be required to provide electricity for the Hidalgo County equipment listed below.

6) Tower site lease provider shall be required to provide air conditioning for the Hidalgo County equipment listed below.

7) Tower site lease provider shall be required to provide back-up generator power at not less than 20 kilowatt 220 – 240 volt capacity and not less than a 500 gallon LP gas storage capacity for the Hidalgo County equipment listed below.

8) Tower must be approved by and meet or exceed current standards and guideline of the F.A.A.

9) Tower must be registered with and meet or exceed standards and current guidelines of the F.C.C. Tower site lease provider shall attach a copy of each F.C.C. Antenna Site Registration.

10) Tower site lease provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11) Tower site lease provider must, throughout the term of the lease, maintain the property and keep it free of waste and nuisance.

12) Tower site lease provider must, throughout the term of the lease, at his own expense, maintain the air conditioning systems, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, road access or paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and/or painting, backup generator, LP storage tank and all other components of the property.

13) Tower site lease provider will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

14) Tower site lease provider agrees that Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the tower site lease providers approval/disapproval.

15) Tower site lease provider agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Hidalgo County's use of the property.

16) Tower site lease provider represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

17) Tower site lease provider must provide microwave connectivity at the minimum bandwidth rate of six (6) mbps to network with all other tower sites in the LRGVDC Project 25 800 MHz Voice and Data Radio Communications System.

18) **Tower site lease provider agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Hidalgo County. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Hidalgo County to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.**

19) **Tower site lease provider agrees to hold Hidalgo County harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Tower site lease provider, both Tower site lease provider and Hidalgo County against such loss and**

liability, in such amounts as Hidalgo County may reasonably require. In the event Tower site lease provider should neglect to provide any insurance coverage required under this paragraph, Hidalgo County shall have the right, but not the obligation, to purchase such coverage to protect Hidalgo County's interests, with any reasonable cost therefore to be payable by the Tower site lease provider.

20) **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

21) **Vendor must have a bid amount for ALL terms.**

22) **Tower rent MUST include cost of electricity, air conditioning BTU/electricity cost, building space cost, microwave connectivity cost, and tower space height cost.**

23) Any contract awarded to a successful bidder will be in effect until;
a) The contract expires
b) Delivery acceptance of products and/or performance of services ordered, or
c) Terminated by County with thirty (30) days written notice prior to be cancellation.

24) **The awarded bidder shall adhere to the following insurance requirements:**
Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term:
The term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

Premises:
Shelter must be able to provide a minimum of forty two (42) square feet of equipment space inside with an estimated three (3) foot walkway available in front and back of each equipment rack row.

Installed Equipment

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Site – Weslaco, TX

800 MHz Radio Communications System

Master Antenna System
One transmit antenna shall be located at 480 feet.
One receive antenna shall be located at 430 feet.
One tower top preamp located at 430 feet.
One three foot microwave dish located at 250 feet.

Uninterruptible Power Supply system

Site Equipment List

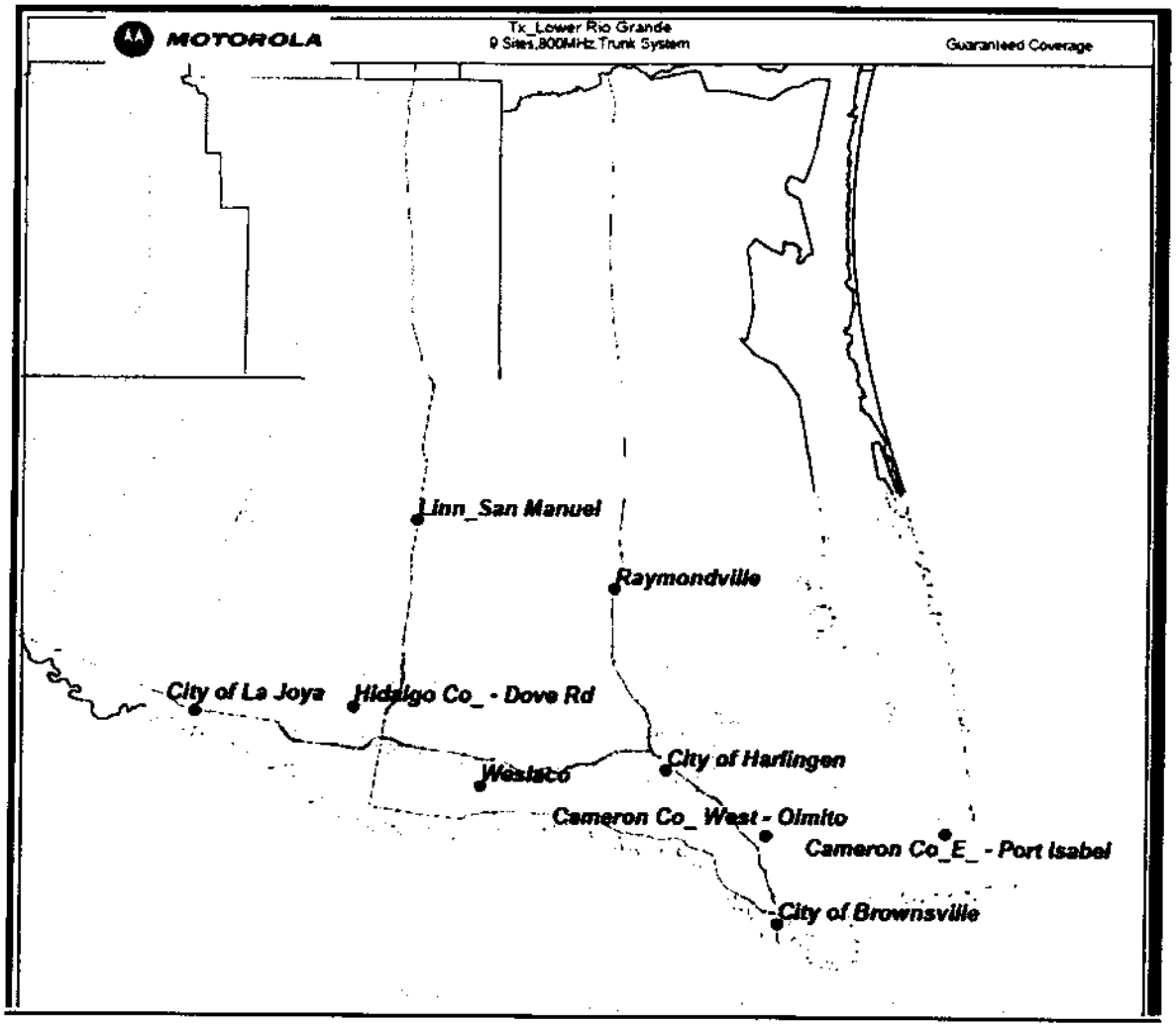
1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
1	CA00855AA	ADD: 700/800 MHZ MID POWER
1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1
1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
1	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN
1	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63
1	DS1050125AA	CABLE LIGHTENING ARRESTOR
1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000

1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
2	DDN9498	TYPE N FEMALE PS CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
15	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE
2	TDN9289	CABLE WRAP WEATHERPROOFING
450	L1705	1/2" LDF HELIAX POLY JKT PER FT
2	TDN8810	N FEMALE CONNECTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
9	TDN6673	1/2" CABLE GROUND CLAMP KIT
3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
2	TDN8810	N FEMALE CONNECTOR
1	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON
1	CA01209AA	ADD: ASTRO 25 IV&D SITES
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1
3	V592	AAD TERM BLCK & CONN WI
1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES
5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER
2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR
1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)

LRGVDC Project 25 800 MHz Voice and Data Radio Communications System

Engineered Coverage

Hidalgo County 800 MHz Elements



Site – Weslaco, TX

PREMISES

19' RACK SPACE REQUIREMENTS

RACK # 1 MASTER ANTENNA SYSTEM	RACK # 2 RF EQUIPMENT	RACK # 3 RF EQUIPMENT	RACK # 4 SITE CONTROLLER RACK	RACK # 5 UPS	RACK # 6 UPS	RACK # 7 UPS

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN, May 5, 2010 by 5:00 P.M., Responses to said inquiries will be sent to all applicants via facsimile by no later than May 7, 2010 by 5:00 p.m.

/

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX"
BID No: 2010-044-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms.

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 1st term of 1 year (12 months)	
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 2nd term of 1 year (12 months)	
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 3rd term of 1 year (12 months)	
4th 1 year term:	
Total cost per month	

Total cost for 4th term of 1 year (12 months)	
5th 1 year term:	
Total cost per month	
Total cost for 5th term of 1 year (12 months)	
6th 1 year term:	
Total cost per month	
Total cost for 6th term of 1 year (12 months)	
7th 1 year term:	
Total cost per month	
Total cost for 7th term of 1 year (12 months)	
8th 1 year term:	
Total cost per month	
Total cost for 8th term of 1 year (12 months)	
9th 1 year term:	
Total cost per month	
Total cost for 9th term of 1 year (12 months)	
10th 1 year term:	
Total cost per month	

Total cost for 10th term of 1 year (12 months)	
Grand Total	
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A

INSURER B:

INSURER C

INSURER D

INSURER E.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the onginally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A-1"

LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF WESLACO, TEXAS

That space located 500 feet above ground level (AGL) or 582 feet above mean sea level (AMSL) on that certain tower located in Weslaco, Texas on that certain property more particularly described in Exhibit A-2 attached hereto.

EXHIBIT "A-2"

PROPERTY LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN
THE CITY OF WESLACO, TEXAS

(see attached)

Federal Aviation Administration
Southwest Regional Office
-ASW-520
Fort Worth, TX 76137-0520

AERONAUTICAL STUDY No
2002-ASW-3509-OE

PRIOR STUDY No.

Issued Date: 10/2/2002

OTHAL BRAND
OE INVESTMENTS, INC.
PO BOX 4408
MCALLEN, TX 78502

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure Type:	Antenna Tower
Location:	WESLACO, TX
Latitude:	26-7-42.27 NAD83
Longitude:	98-0-45.01
Heights:	500 feet above ground level (AGL)
	582 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 K, Obstruction Marking and Lighting, paint/red lights - Chapters 3(Marked),4,5(Red),&12.

It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

____ At least 10 days prior to start of construction (7460-2, Part I)

(_X_) Within 5 days after the construction reaches its greatest height (7460-2, Part II)

As a result of this structure being critical to flight safety, it is required that the FAA be kept appraised as to the status of the project. Failure to respond to periodic FAA inquiries could invalidate this determination.

VLTC
79,402

1137827

WARRANTY DEED WITH VENDOR'S LIEN

Date: **October 18, 2002**

Grantor: **JUAN M. MEDINA and MARY ALICE MEDINA**

Grantor's Address: **P. O. Box 8186, Weslaco, Hidalgo County, Texas 78599-8186**

Grantee: **O. E. INVESTMENTS, INC.**

Grantee's Address: **4800 North 23rd, McAllen, Hidalgo County, Texas 78501**

Consideration: **TEN DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of TWO HUNDRED THOUSAND DOLLARS ($200,000.00) and is executed by Grantee, payable to the order of FIRST NATIONAL BANK. To the extent of NINETY-ONE THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS ($91,975.00), the note is secured by a vendor's lien retained in favor of FIRST NATIONAL BANK in this deed and by a deed of trust of even date from Grantee to MICHAEL V. McCARTHY, Trustee.**

Property (including any improvements): **North 655.60 feet of the West 30.00 acres of Farm Tract 719, WEST TRACT SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 34, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.**

Reservations from and Exceptions to Conveyance and Warranty:

1. **Blanket easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvements District No. 9 and easement and restrictions as shown on the map of the above recorded subdivision.**
2. **All oil, gas and other minerals has been heretofore reserved by prior grantors as set forth in Deed dated December 20, 1951, recorded in Volume 736, Page 218, Deed Records and Deed dated December 8, 1999, filed December 30, 1999 under Document Number 834151, Official Records of Hidalgo County, Texas.**
3. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease dated July 30, 1943, recorded in Volume 49, Page 453, Oil and Gas Records of Hidalgo County, Texas.**
4. **Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated September 15, 1946, recorded in Volume 63, Page 87, Oil and Gas Records of Hidalgo County, Texas.**
5. **Road right of way along the West 20 feet and a tower at the Southeast corner as shown by survey prepared by Fabian, Nelson & Medina, Inc. dated August 7, 2002 under Work Order #47197.**
6. **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances of governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**
7. **Taxes for the years 2003 and subsequent thereto, together with subsequent assessments for such year and prior years due to change of ownership, use, or both, 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.

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.

FIRST NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and the superior title to the property are retained for the benefit of FIRST NATIONAL BANK and are transferred to FIRST NATIONAL BANK without recourse on Grantor.

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

JUAN M. MEDINA

MARY ALICE MEDINA

(ACKNOWLEDGMENT)

State of Texas

This instrument was acknowledged before me on the 21st day of October, 2002, by **JUAN M. MEDINA.**

RACHEL C. RUIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-13-2004

Notary Public, State of Texas

(ACKNOWLEDGMENT)

State of Texas

This instrument was acknowledged before me on the 21st day of October, 2002, by **MARY ALICE MEDINA.**

RACHEL C. RUIZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-13-2004

Notary Public, State of Texas

PREPARED BY:

Law Offices of Richard S. Talbert
612 South Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File/GF Number: 6195/79402vit

AFTER RECORDING RETURN TO:

O. E. INVESTMENTS, INC.
4800 North 23rd
McAllen, Texas 78501

CHARGE RECORDING FEES TO:

Valley Land Title Co.
123 B East McIntyre
Edinburg, TX 78539

Filed For Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Nov 05, 2002 at 03:43P

As a Recording

Document Number: 1137627
Total Fees : 16.00

Receipt Number - 457088
By, Melda Leal, Deputy

EXHIBIT "B"

BID PAGE with BID TABULATION

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES
"LEASE OF TOWER SPACE-WESLACO, TX"
BID No: 2010-044-05-12-ERT
Bid Opening Date: May 12, 2010 at 9:30 AM

Vendor must have a bid amount for ALL terms.

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,700.00
Total cost for 1st term of 1 year (12 months)	$32,400.00
Renewal Options 2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,835.00
Total cost for 2nd term of 1 year (12 months)	$34,020.00
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,977.00
Total cost for 3rd term of 1 year (12 months)	$35,724.00
4th 1 year term:	
Total cost per month	$3,126.00

Total cost for 4th term of 1 year (12 months)	$37,512.00
5th 1 year term:	
Total cost per month	$3,282.00
Total cost for 5th term of 1 year (12 months)	$39,384.00
6th 1 year term:	
Total cost per month	$3,446.00
Total cost for 6th term of 1 year (12 months)	$41,352.00
7th 1 year term:	
Total cost per month	$3,618.00
Total cost for 7th term of 1 year (12 months)	$43,416.00
8th 1 year term:	
Total cost per month	$3,799.00
Total cost for 8th term of 1 year (12 months)	$45,588.00
9th 1 year term:	
Total cost per month	$3,989.00
Total cost for 9th term of 1 year (12 months)	$47,868.00
10th 1 year term:	
Total cost per month	$4,188.00

Total cost for 10th term of 1 year (12 months)	$50,256.00
Grand Total	
Total Cost for 10 years (120 months)	$407,520.00
FCC Antenna Site Registration #	1236688

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments, Ltd.

ADDRESS: P.O. Box 4408

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103, (956) 631-2334-Fax

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: obrand@rioplexwireless.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Othal E. Brand, Jr.

TITLE President / CEO

OPENED
9:50am
MAY 12 2010
Witnessed

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES	
BID OPENING DATE: May 12, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LEASE OF TOWER SPACE-WESLACO, TX"	
BID NO: 2010-044-05-12-ERT	**BUYER: ERIC TREVINO**

NAME OF COMPANY	BID AMOUNT
O.E INVESTMENTS, LTD **MCALLEN, TX 78502**	Year 1 - $32,400.00
	Year 2 - $34,020.00
	Year 3 - $35,724.00
	Year 4 - $37,512.00
	Year 5 - $39,384.00
	Year 6 - $41,352.00
	Year 7 - $43,416.00
	Year 8 - $45,588.00
	Year 9 - $47,868.00
	Year 10 - $50,256.00
	Grand Total for 10 years - $407,520.00

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

EXHIBIT "C"

INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/02/2009

PRODUCER 956.686.3888 FAX 956.682.5650
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

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 O E Investments, Inc.
Po Box 4408
McAllen, TX 78502-4408

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	CPS1097250	12/02/2009	12/02/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
		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	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed as additional insured on GL policy.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Bus Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
Kent Shepard/CL25

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ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 12/01/2009

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY	PHONE (A/C, No, Ext): 956.686.3888	COMPANY
Shepard Insurance Agency P O Box 4288 5801 N 10th #300 McAllen, TX 78502		Great American Insurance Comp 3200 Wilcrest Ste 300 Houston, TX 77042
FAX (A/C, No): 956.682.5650	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: 00007015		

INSURED	LOAN NUMBER	POLICY NUMBER
O E Investments, Inc. Po Box 4408 McAllen, TX 78502-4408		IMP157 53 62 00
	EFFECTIVE DATE: 12/02/2009	EXPIRATION DATE: 12/02/2010
	☐ CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

1 Loc 00001 Bldg 00001 41600 Hwy 83 La Joya, TX 78560

2 Loc 00002 Bldg 00001 176 S Milanos Weslaco, TX 78596

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 EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN I: SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

	COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000
2	Communication Tower, RC, Special (Including theft) - Detail	20,000	1000

REMARKS (Including Special Conditions)

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 ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATIO OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS		
Hidalgo County Purchasing Department 2812 S Bus Hwy 281 Edinburg, TX 78539	☐ MORTGAGEE ☐ LOSS PAYEE	☐ ADDITIONAL INSURED X Certificate holder
	LOAN #	
	AUTHORIZED REPRESENTATIVE Kent Shepard/CL25	

ACORD 27 (2006/07)

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AI-22261 **44.A.0.**

Hidalgo County Emergency Mgt Division-Amended and Restated Lease Agreements (O E Brand Investments, Ltd) for Tower Space in La Joya and Weslaco, Texas

CC REGULAR

Date: 08/03/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval of the "Amended" and "Restated" Lease Agreements previously (approved by CC on 06/22/10) to O.E. Investments, LTD for the "Lease of Tower Space" in the Cities of La Joya and Weslaco, Texas for the Hidalgo County Emergency Management Division.

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

BACKGROUND

Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)
Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-429-00-300-023-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Lease Agreement-C-10-043-08-03-OE Investments Ltd
Link: Lease Agreement-C-10-044-08-03-O E Investments Ltd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	07/29/2010 03:00 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Letty Saenz Started On: 07/29/2010 03:00 PM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
O. E. Investments, Ltd.
P.O. Box 440
McAllen, TX 502

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Essex Ins Co	
INSURER B:	Texas Mutual Insurance Company	0060
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: Master 2010-2012 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC			CL420912456	01/18/2011	01/18/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ Excluded $ 2,000,000 $ Excluded
	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? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001208277	01/28/2011	01/28/2012	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured in favor of certificate holder as pertains to General Liability & Business Auto
30 Day notice of cancellation as pertains to Workers Compensation Policy

CERTIFICATE HOLDER
FAX: 318.2629

Hidalgo County
Attn: Purchasing Dept
2812 S. Bus Hwy 281
Edinburg, T 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kent Shepard

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SIA
SHEPARD INSURANCE AGENCY
5801 N. 10th Street, Suite 300 McAllen, TX 78504
P: (956) 686-3888; F: (956) 682-5650

Date: 2/1/11

TO: Hidalgo County

Attn: Leticia Saenz

Fax # 318-262

Total Number of pages: 2

Re: O.E. Investments, Ltd

Attach please find certificate to insurance for the above captioned insured.

Should you have any questions feel free to call or e-mail me.

Thank you,

Nellie Hernandez

Shepard Insurance Agency
5801 N. 10th Street Suite #300
McAllen, Texas 78504
P: (956) 686-3888 F: (956) 682-5650
P: (888) 686-3888
e-mail: nellieh@shepins.com

"Payment Disclaimer: It is not normal business practice to advise clients of either a lapse or cancellation of coverage due to non-payment of premium. Appropriate notification of such action will be sent directly to you by either your insurance company or premium finance company."

AI-33434 **8. E.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment for the following invoices as submitted by S&B Infrastructure, LTD., project engineer for "Raymondville Drain Project-County Wide"-Contract #C-10-164-04-20-PO#642615:

1. Invoice U1445-09-Invoice Period through March 31, 2012 in the amount of $147,361.00
2. Invoice U1445-10REV-Invoice Period through April 30, 2012 in the amount of $163,883.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1341-431-50-115-078-0-733

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

BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Available Balance as of 07/25/12: $1,951,940.00

Attachments

Invoice #1445-09

Invoice #1445-10REV

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:51 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:55 PM
Rosalinda Cantu	Rosie Cantu	07/27/2012 04:48 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Vangie Garcia Started On: 07/25/2012 04:03 PM

Final Approval Date: 07/27/2012

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

INVOICE

April 11, 2012

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.: U1445-09
Invoice Period: through March 31, 2012

	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	70%	$ 4,195,421.00	$ 4,048,060.00	$ 147,361.00
					PAYMENT IS REQUESTED IN THE AMOUNT OF:		$ 147,361.00

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: $ 147,361.00

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

Attachments:
PROGRESS REPORT NO. 9

HIDALGO COUNTY
JUL 19 2012
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain
CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO.9

Progress Period: Through March 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.101 - GCM - Hidalgo County							
1	GCM - Hidalgo County		$239,342	76%	$181,900	$181,900	$ -
	Sub Total (GCM - Hidalgo County)		**$239,342**	**76%**	**$181,900**	**$181,900**	**$ -**
U1445.102 - GCM-Willacy County							
2	GCM - Wilacy County		$180,367	76%	$137,079	$137,079	$ -
	Sub Total (GCM - Willacy County)		**$180,367**	**76%**	**$137,079**	**$137,079**	**$ -**

Note: Expanded detail for progress are shown for the following areas in Attachments B and C of this report.

U1445.201 - Environmental - Hidalgo County							
3	Environmental - Hidalgo County		$100,000	85%	$85,000	$85,000	$ -
	Sub Total (Environmental - Hidalgo County)		**$100,000**	**85%**	**$85,000**	**$85,000**	**$ -**
U1445.202 - Environmental - Willacy County							
4	Environmetnal - Willacy County		$2,490,000	65%	$1,618,500	$1,494,000	$ 124,500
	Sub Total (Environmental - Willacy County)		**$2,490,000**	**65%**	**$1,618,500**	**$1,494,000**	**$ 124,500**
U1445.601 - GRR - Hidaglo County (H&H, Plan Formulation, Economic Studies, Report Prep)							
5	GRR - Hidalgo County		$368,000	85%	$312,800	$312,800	$ -
	Sub Total (GRR - Hidalgo County)		**$368,000**	**85%**	**$312,800**	**$312,800**	**$ -**
U1445.602 - GRR - Willacy County (H&H, Plan Formulation, Economic Studies, Report Prep)							
6	GRR - Willacy County (H&H, PlanForm, Eco, Report Prep)		$836,145	85%	$710,723	$710,723	$ -
	Sub Total (GRR - Willacy Coy (H&H, PlanForm, Eco, Report Prep))		**$836,145**	**85%**	**$710,723**	**$710,723**	**$ -**
U1445.802 - GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)							
7	GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)		$452,813	86%	$389,419	$389,419	$ -
	Sub Total (GRR - Willacy Co (Site Prep, Prelim Engr, Cost Estimates))		**$452,813**	**86%**	**$389,419**	**$389,419**	**$ -**

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO.9

Progress Period: Through March 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.810 - PS&E - Hidalgo County							
8	PS&E - Hidalgo County		$1,333,333	57%	$760,000	$737,139	$ 22,861
	Sub Total (PS&E - Hidalgo County)		**$1,333,333**	**57%**	**$760,000**	**$737,139**	**$ 22,861**
	Sub Total (TECHNICAL WORK ACTIVITIES)		**$6,000,000**	**70%**	**$4,195,421**	**$4,048,060**	**$147,361**
	TOTAL:		**$6,000,000**	**70%**	**$4,195,421**	**$4,048,060**	

TOTAL INVOICE AMOUNT DUE $ 147,361

Attachments:

Attachment "A" - GCM Summary - Non-Applicable this Progress Period

Attachment "B" - Environmental Detail Worksheet

Attachment "C" - GRR Detail Worksheet

Attachment "D" - PS&E Detail Worksheet

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment B - Environmental Details

Progress Period: Through March 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.201 - Environmental - Hidalgo County		**Note: All Work associated with Environmental is considered Special Service.**					
PHASE II and III INTEGRATION WITH WILLACY COUNTY PORTION							
	Environmental - Hidalgo County - update, and incorporate with downstream reaches (Willacy County).	SPECIAL	$80,000	85%	$68,000	$68,000	$ -
MANAGEMENT, MEETINGS, AND PROGRESS							
	Quality Control / Quality Assurrance	SPECIAL	$10,677	85%	$9,075	$9,075	$ -
	ODC / NL Trips, Travel, Repro	SPECIAL	$9,323	85%	$7,925	$7,925	$ -
	Sub Total (Environmental - Hidalgo County)		**$100,000**	**85%**	**$85,000**	**$85,000**	**$ -**
U1445.202 - Environmental - Willacy County		**Note: All Work associated with Environmental is considered Special Service.**					
PHASE I - SCOPING AND PRELIMINARY ANALYSIS							
(1)	Identify stakeholders and affected agencies.	SPECIAL	$12,188	100%	$12,188	$12,188	$ -
(2)	Develop / maintain stakeholder list; identify state, federal, and local agencies; identify non-profit organizations.	SPECIAL	$10,250	100%	$10,250	$10,250	$ -
(3)	Project Development Meeting (USACE) - agenda, roster, coordinate, conduct, meeting notes, follow-up.	SPECIAL	$14,357	10%	$1,436	$1,436	$ -
(3)	Project Development Meeting (USACE) - attend.	SPECIAL	$2,841	0%	$0	$0	$ -
(4)	Review preliminary data; review land use maps; review tax records, etc.	SPECIAL	$50,606	100%	$50,606	$50,606	$ -
(5)	Identify evaluation issues	SPECIAL	$17,188	95%	$16,328	$16,328	$ -
(6)	Identify design concerns	SPECIAL	$23,994	95%	$22,794	$22,794	$ -
(7)	Conduct preliminary field reconnaissance:	SPECIAL					
	Land use/Socio-economic/Relocation data	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
	Ecology/Wetlands/Endangered Species	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
	Hazardous Materials	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
	Cultural Historical Survey	SPECIAL	$28,800	95%	$27,360	$27,360	$ -
(8)	Develop constraints matrix	SPECIAL	$23,213	95%	$22,052	$22,052	$ -
(9)	Document project need and description	SPECIAL	$20,456	95%	$19,433	$19,433	$ -
(10)	Prepare preliminary scoping document and write coordination letters (as applicable) to SHC, USFWS, TPWD, USCG, IBWC, NRCS, FEMA, TNRCC, etc.	SPECIAL	$31,692	95%	$30,107	$30,107	$ -
(11)	Scoping Docs / Meetings (Resource Agencies) - preparation, agenda, roster, coordinate, attend / conduct, meeting notes, follow-up.	SPECIAL	$32,983	50%	$16,491	$16,491	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment B - Environmental Details

Progress Period: Through March 31, 2012

DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
PHASE II - DETAILED FIELD STUDIES AND MODELING						
A. Data Collection / Analysis for Affected Environment	SPECIAL					
(1) **Socio-Economic Resources**	SPECIAL					
(a) land use	SPECIAL	$37,913	95%	$36,017	$36,017	$ -
(b) neighborhood cohesion issues	SPECIAL	$29,222	95%	$27,761	$27,761	$ -
(c) residential/business relocations	SPECIAL	$20,531	95%	$19,504	$19,504	$ -
(d) public owned lands and facilities	SPECIAL	$20,531	95%	$19,504	$19,504	$ -
(e) population demographics and env justice	SPECIAL	$37,913	95%	$36,017	$36,017	$ -
(2) **Physical Resources**	SPECIAL					
(a) topography	SPECIAL	$29,222	95%	$27,761	$27,761	$ -
(b) geology	SPECIAL	$20,531	95%	$19,504	$19,504	$ -
(c) soils (prime/unique farmland; hydric soils)	SPECIAL	$20,531	95%	$19,504	$19,504	$ -
(d) groundwater/surface water	SPECIAL	$20,531	95%	$19,504	$19,504	$ -
(e) floodplain and drainage issues	SPECIAL	$20,531	95%	$19,504	$19,504	$ -
(f) water quality	SPECIAL	$20,531	95%	$19,504	$16,425	$ 3,079.65
(g) air quality	SPECIAL	$20,531	95%	$19,504	$16,425	$ 3,079.65
(h) noise impacts	SPECIAL	$29,222	95%	$27,761	$23,378	$ 4,383.30
(3) **Biological Resources**	SPECIAL					
(a) native vegetation	SPECIAL	$29,551	95%	$28,073	$28,073	$ -
(b) natural ecology	SPECIAL	$29,551	95%	$28,073	$28,073	$ -
(c) wildlife habitat	SPECIAL	$29,551	95%	$28,073	$28,073	$ -
(d) potential wetlands	SPECIAL	$29,551	95%	$28,073	$28,073	$ -
(e) endangered/threatened species	SPECIAL	$29,551	95%	$28,073	$28,073	$ -
(4) **Cultural/Urban Resources**	SPECIAL					
(a) historical sites	SPECIAL	$18,358	50%	$9,179	$9,179	$ -
(b) archaeological sites	SPECIAL	$18,358	50%	$9,179	$9,179	$ -
(5) **Hazardous Materials Assessment**	SPECIAL					
Hazardous Materials	SPECIAL	$20,531	50%	$10,266	$6,159	$ 4,106.20
(6) **Special Studies**	SPECIAL	$0	0%	$0	$0	$ -
(7) **Cultural Resources**	SPECIAL	$974	30%	$292	$292	$ -
(a) Historic research (Estimated)	SPECIAL	$15,962	10%	$1,596	$1,596	$ -
(b) Coordination with Subproviders on cultural resource services (Estimated)	SPECIAL	$24,430	25%	$6,108	$6,108	$ -
(c) Coordination with Subproviders on archeological resource services (Estimated)	SPECIAL	$7,494	14%	$1,024	$1,024	$ -
(8) **Biological Resources**	SPECIAL	$25,008	50%	$12,504	$2,501	$ 10,003.20
(a) Wetland evaluation, permitting, alternatives, and mitigation (Estimated)	SPECIAL	$61,139	95%	$58,082	$58,082	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment B - Environmental Details

Progress Period: Through March 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
	(b) Bio-community assessment, benthic studies (Estimated)	SPECIAL	$39,666	95%	$37,683	$37,683	$ -
	(c) Threatened/endangered species, habitat assessment, presence/absence survey, Section 7 of ESA, Biological Opinion, impact mitigation (Estimated)	SPECIAL	$122,277	10%	$12,228	$12,228	$ -
	(d) Ecological investigations	SPECIAL	$68,466	94%	$64,088	$64,088	$ -
(9)	**Physical Resources**	SPECIAL					
	(a) Air Quality Analysis	SPECIAL	$32,466	85%	$27,596	$26,196	$ 1,400.10
	(b) Sediment Analysis	SPECIAL	$58,631	85%	$49,836	$17,589	$ 32,247.05
	(c)Water Quality Analysis	SPECIAL	$53,835	85%	$45,760	$45,760	$ -
B.	**Permits / Certifications and/or Notifications**	SPECIAL					
(1)	Coordination with City, County, and Agency Officials	SPECIAL	$29,222	10%	$2,922	$2,922	$ -
(2)	Develop and maintain list of local permit requirements.	SPECIAL	$24,879	55%	$13,800	$13,800	$ -
(3)	Water Quality Certifications	SPECIAL	$30,586	10%	$3,059	$3,059	$ -
(4)	Pre-construction Notifications (NWP, SW3P NOI, etc.)	SPECIAL	$23,386	10%	$2,339	$2,339	$ -
C.	**Miscellaneous**	SPECIAL					
(1)	Examine / determine need for modeling.	SPECIAL	$17,436	95%	$16,564	$16,564	$ -
(2)	Finalize Constraints Mapping	SPECIAL	$13,090	95%	$12,436	$12,436	$ -
(3)	Benthic Studies	SPECIAL	$50,000	95%	$47,500	$47,500	$ -
D.	**Draft Environmental Document (SEIS)**	SPECIAL					
(1)	Data review / evaluation; identify cumm impacts.	SPECIAL	$36,626	60%	$21,976	$21,976	$ -
(2)	Write/submit draft SEIS - anticipate FONSI	SPECIAL	$45,317	60%	$27,190	$27,190	$ -
(3)	Incorporate comments and submit revised draft	SPECIAL	$27,935	0%	$0	$0	$ -
(4)	Incorporate final comments	SPECIAL	$27,455	0%	$0	$0	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment B - Environmental Details

Progress Period: Through March 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
PHASE III - FINAL SEIS AND PUBLIC INVOLVEMENT							
A.	**Final SEIS**	SPECIAL		0%	$0	$0	$ -
(1)	Data review / evaluation; identify cumm impacts.	SPECIAL	$22,906	0%	$0	$0	$ -
(2)	Write/submit final draft SEIS - anticipate FONSI	SPECIAL	$31,597	0%	$0	$0	$ -
(3)	Incorporate comments and submit revised draft	SPECIAL	$22,906	0%	$0	$0	$ -
(4)	Incorporate final comments	SPECIAL	$21,647	0%	$0	$0	$ -
B.	**Public Involvement**	SPECIAL		0%	$0	$0	$ -
(1)	**Public Information Workshop #1 - Hidalgo County:**	SPECIAL		0%	$0	$0	$ -
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692	100%	$8,692	$8,692	$ -
	Attend.	SPECIAL	$4,812	100%	$4,812	$4,812	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	100%	$4,496	$4,496	$ -
(2)	**Public Information Workshop #2 - Willacy County:**	SPECIAL					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692	100%	$8,692	$8,692	$ -
	Attend.	SPECIAL	$4,812	100%	$4,812	$4,812	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	100%	$4,496	$4,496	$ -
(3)	**Public Meeting #1 - Hidalgo County:**	SPECIAL					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692	0%	$0	$0	$ -
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	0%	$0	$0	$ -
(4)	**Public Meeting #2 - Willacy County**	SPECIAL					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$8,692	0%	$0	$0	$ -
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$4,496	0%	$0	$0	$ -
(5)	**Public Hearing #1 - Hidalgo County:**	SPECIAL					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$13,038	0%	$0	$0	$ -
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$8,991	0%	$0	$0	$ -
(6)	**Public Hearing #2 - Willacy County**	SPECIAL					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	SPECIAL	$11,299	0%	$0	$0	$ -
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$8,991	0%	$0	$0	$ -
C.	**Agency Coordination - Document Review**	SPECIAL					
(1)	Coordinate with USACE on the Notice of Intent (NOI)	SPECIAL	$10,640	0%	$0	$0	$ -
(2)	Prepare and publish NOI	SPECIAL	$14,117	0%	$0	$0	$ -
(3)	Coordinate with USACE on the Draft EIS	SPECIAL	$19,422	0%	$0	$0	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment B - Environmental Details

Progress Period: Through March 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
(4)	Assist USACE with SAFETEA-LU requirements for the Draft EIS	SPECIAL	$5,665	0%	$0	$0	$ -
(5)	Prepare and publicize the Draft EIS Notice of Availability	SPECIAL	$6,054	0%	$0	$0	$ -
(6)	Coordinate with USACE on Final EIS	SPECIAL	$11,989	0%	$0	$0	$ -
(7)	Assist USACE with SAFETEA-LU requirements for the Final EIS	SPECIAL	$5,665	0%	$0	$0	$ -
(8)	Prepare and publicize the Final EIS Notice of Availability	SPECIAL	$6,054	0%	$0	$0	$ -
(9)	Coordination with Public Officials		$197,495	75%	$148,121	$98,748	$ 49,373.75
(10)	Preparation of Public Information Video		$55,472	40%	$22,189	$22,189	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	SPECIAL	$145,772	56%	$82,241	$71,428	10,813.22
	ODC / NL Trips, Travel, Repro	SPECIAL	$64,667	58%	$37,633	$31,620	6,013.88
	Total (Environmental - Willacy County)		**$2,490,000**	**64%**	**$1,582,236**	**$1,457,736**	**124,500.00**
	Total (Environmental Details)		**$2,590,000**	**64%**	**$1,667,236**	**$1,542,736**	**124,500.00**
	TOTAL:		**$2,590,000**	**64%**	**$1,667,236**	**$1,542,736**	

TOTAL INVOICE AMOUNT DUE $ 124,500.00

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment C - GRR Details

Progress Period: Through March 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.601 - GRR - Hidaglo County (H&H, Plan Formulation, Economic Studies, Report Prep)							
(1)	Finalize H&H for final design of new ditch, Edinburg Lake to Guerra Detention Facility.	BASIC	$147,540	95%	$140,163	$140,163	$ -
(2)	Finalize Plan Formulation and Economic Studies for Hidalgo County; integrate with Willacy County portion.	BASIC	$176,339	85%	$149,888	$149,888	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$36,800	85%	$31,280	$31,280	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$7,321	85%	$6,223	$6,223	$ -
	Sub Total (GRR - Hidalgo County)		$368,000	89%	$327,554	$327,554	$ -
U1445.602 - GRR - Willacy County (H&H, Plan Formulation, Economic Studies, Report Prep)							
(1)	Develop H&H model (APD only); revise / update downstream model, perform preliminary hydraulics.	Basic	$342,545	90%	$308,291	$308,291	$ -
(2)	Develop Plan Formulation for Willacy County	Basic	$178,673	85%	$151,872	$151,872	$ -
(3)	Develop Economic Studies for Willacy County.	Basic	$223,954	85%	$190,544	$190,544	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$83,615	85%	$71,073	$71,073	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$7,358	85%	$6,254	$6,254	$ -
	Sub Total (GRR-1 - Willacy County)		$836,145	87%	$728,033	$728,034	$ -
U1445.802 - GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)							
(1)	Engineernig Site Development - Field Survey	BASIC	$161,316	95%	$153,250	$153,250	$ -
(2)	Preliminary Engineering - Schematic Development - Alternatives	BASIC	$197,541	80%	$158,033	$158,033	$ -
(3)	Engineering Cost Estimates	BASIC	$43,583	80%	$34,866	$34,866	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$45,281	86%	$38,941	$38,941	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$5,092	85%	$4,328	$4,328	$ -
	Sub Total (GRR-2 - Willacy County)		$452,813	86%	$389,420	$389,419	$ -
	TOTAL:		$1,656,958	87%	$1,445,006	$1,445,006	

TOTAL INVOICE AMOUNT DUE $ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment D - PS&E Details

Progress Period: Through March 31, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.810 - PS&E - Hidalgo County							
(1)	Develop plans, specifications, and estimates for Segments 2, 4, and 5.	Basic	$678,334	56%	$378,223	$378,223	$ -
(2)	Develop plans, specifications, and estimates for Segment 3.	Basic	$400,000	54%	$214,861	$192,000	$ 22,861
(3)	Develop plans, specifications, and estimates for Segment 1.	Basic	$133,333	75%	$100,000	$100,000	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$106,666	55%	$58,666	$58,666	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$15,000	55%	$8,250	$8,250	$ -
	Sub Total (PS&E - Hidalgo County)		$1,333,333	57%	$760,000	$737,139	$ 22,861
	TOTAL:		$1,333,333	57%	$760,000	$737,139	

TOTAL INVOICE AMOUNT DUE $ 22,861

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

INVOICE

May 14, 2012

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.: U1445-10REV
Invoice Period: through April 30, 2012

	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	73%	$ 4,359,304.00	$ 4,195,421.00	$ 163,883.00
					PAYMENT IS REQUESTED IN THE AMOUNT OF:		$ 163,883.00

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: $ 163,883.00

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

Attachments:
PROGRESS REPORT NO.10REV

HIDALGO COUNTY
JUL 19 2012
DRAINAGE DISTRICT #1

PROJECT: Raymondville Drain
CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO.10

Progress Period: Through April 30, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.101 - GCM - Hidalgo County							
1	GCM - Hidalgo County		$239,342	76%	$181,900	$181,900	$ -
	Sub Total (GCM - Hidalgo County)		**$239,342**	**76%**	$181,900	$181,900	$ -
U1445.102 - GCM-Willacy County							
2	GCM - Wilacy County		$180,367	76%	$137,079	$137,079	$ -
	Sub Total (GCM - Willacy County)		**$180,367**	**76%**	$137,079	$137,079	$ -

Note: Expanded detail for progress are shown for the following areas in Attachments B and C of this report.

U1445.201 - Environmental - Hidalgo County							
3	Environmental - Hidalgo County		$100,000	85%	$85,000	$85,000	$ -
	Sub Total (Environmental - Hidalgo County)		**$100,000**	**85%**	$85,000	$85,000	$ -
U1445.202 - Environmental - Willacy County							
4	Environmetnal - Willacy County		$2,490,000	67%	$1,668,300	$1,618,500	$ 49,800
	Sub Total (Environmental - Willacy County)		**$2,490,000**	**67%**	$1,668,300	$1,618,500	$ 49,800
U1445.601 - GRR - Hidaglo County (H&H, Plan Formulation, Economic Studies, Report Prep)							
5	GRR - Hidalgo County		$368,000	87%	$320,160	$312,800	$ 7,360
	Sub Total (GRR - Hidalgo County)		**$368,000**	**87%**	$320,160	$312,800	$ 7,360
U1445.602 - GRR - Willacy County (H&H, Plan Formulation, Economic Studies, Report Prep)							
6	GRR - Willacy County (H&H, PlanForm, Eco, Report Prep)		$836,145	87%	$727,446	$710,723	$ 16,723
	Sub Total (GRR - Willacy Coy (H&H, PlanForm, Eco, Report Prep))		**$836,145**	**87%**	$727,446	$710,723	$ 16,723
U1445.802 - GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)							
7	GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)		$452,813	86%	$389,419	$389,419	$ -
	Sub Total (GRR - Willacy Co (Site Prep, Prelim Engr, Cost Estimates))		**$452,813**	**86%**	$389,419	$389,419	$ -

PROJECT: Raymondville Drain
CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO.10

Progress Period: Through April 30, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.810 - PS&E - Hidalgo County							
8	PS&E - Hidalgo County		$1,333,333	64%	$850,000	$760,000	$ 90,000
	Sub Total (PS&E - Hidalgo County)		**$1,333,333**	**64%**	**$850,000**	**$760,000**	**$ 90,000**
	Sub Total (TECHNICAL WORK ACTIVITIES)		**$6,000,000**	**73%**	**$4,359,304**	**$4,195,421**	**$163,883**
	TOTAL:		**$6,000,000**	**73%**	**$4,359,304**	**$4,195,421**	

TOTAL INVOICE AMOUNT DUE $ 163,883

Attachments:

Attachment "A" - Environmental Detail Worksheet
Attachment "B" - GRR Detail Worksheet
Attachment "C" - PS&E Detail Worksheet

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment B - Environmental Details

Progress Period: Through April 30, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.201 - Environmental - Hidalgo County		**Note: All Work associated with Environmental is considered Special Service.**					
PHASE II and III INTEGRATION WITH WILLACY COUNTY PORTION							
	Environmental - Hidalgo County - update, and incorporate with downstream reaches (Willacy County).		$80,000	85%	$68,000	$68,000	$ -
MANAGEMENT, MEETINGS, AND PROGRESS							
	Quality Control / Quality Assurrance		$10,677	85%	$9,075	$9,075	$ -
	ODC / NL Trips, Travel, Repro		$9,323	85%	$7,925	$7,925	$ -
	Sub Total (Environmental - Hidalgo County)		**$100,000**	**85%**	**$85,000**	**$85,000**	**$ -**
U1445.202 - Environmental - Willacy County		**Note: All Work associated with Environmental is considered Special Service.**					
PHASE I - SCOPING AND PRELIMINARY ANALYSIS							
(1)	Identify stakeholders and affected agencies.		$12,188	100%	$12,188	$12,188	$ -
(2)	Develop / maintain stakeholder list; identify state, federal, and local agencies; identify non-profit organizations.		$10,250	100%	$10,250	$10,250	$ -
(3)	Project Development Meeting (USACE) - agenda, roster, coordinate, conduct, meeting notes, follow-up.		$14,357	10%	$1,436	$1,436	$ -
(3)	Project Development Meeting (USACE) - attend.		$2,841	0%	$0	$0	$ -
(4)	Review preliminary data; review land use maps; review tax records, etc.		$50,606	100%	$50,606	$50,606	$ -
(5)	Identify evaluation issues		$17,188	95%	$16,328	$16,328	$ -
(6)	Identify design concerns		$23,994	95%	$22,794	$22,794	$ -
(7)	Conduct preliminary field reconnaissance:						
	Land use Socio-economic Relocation data		$28,800	95%	$27,360	$27,360	$ -
	Ecology Wetlands Endangered Species		$28,800	95%	$27,360	$27,360	$ -
	Hazardous Materials		$28,800	95%	$27,360	$27,360	$ -
	Cultural Historical Survey		$28,800	95%	$27,360	$27,360	$ -
(8)	Develop constraints matrix		$23,213	95%	$22,052	$22,052	$ -
(9)	Document project need and description		$20,456	95%	$19,433	$19,433	$ -
(10)	Prepare preliminary scoping document and write coordination letters (as applicable) to SHC, USFWS, TPWD, USCG, IBWC, NRCS, FEMA, TNRCC, etc.		$31,692	95%	$30,107	$30,107	$ -
(11)	Scoping Docs / Meetings (Resource Agencies) - preparation, agenda, roster, coordinate, attend / conduct, meeting notes, follow-up.		$32,983	50%	$16,491	$16,491	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment B - Environmental Details

Progress Period: Through April 30, 2012

DESCRIPTION	ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
PHASE II - DETAILED FIELD STUDIES AND MODELING					
A. Data Collection / Analysis for Affected Environment					
(1) **Socio-Economic Resources**					
(a) land use	$37,913	95%	$36,017	$36,017	$ -
(b) neighborhood cohesion issues	$29,222	95%	$27,761	$27,761	$ -
(c) residential business relocations	$20,531	95%	$19,504	$19,504	$ -
(d) public owned lands and facilities	$20,531	95%	$19,504	$19,504	$ -
(e) population demographics and env justice	$37,913	95%	$36,017	$36,017	$ -
(2) **Physical Resources**					
(a) topography	$29,222	95%	$27,761	$27,761	$ -
(b) geology	$20,531	95%	$19,504	$19,504	$ -
(c) soils (prime unique farmland; hydric soils)	$20,531	95%	$19,504	$19,504	$ -
(d) groundwater/surface water	$20,531	95%	$19,504	$19,504	$ -
(e) floodplain and drainage issues	$20,531	95%	$19,504	$19,504	$ -
(f) water quality	$20,531	95%	$19,504	$19,504	$ -
(g) air quality	$20,531	95%	$19,504	$19,504	$ -
(h) noise impacts	$29,222	95%	$27,761	$27,761	$ -
(3) **Biological Resources**					
(a) native vegetation	$29,551	95%	$28,073	$28,073	$ -
(b) natural ecology	$29,551	95%	$28,073	$28,073	$ -
(c) wildlife habitat	$29,551	95%	$28,073	$28,073	$ -
(d) potential wetlands	$29,551	95%	$28,073	$28,073	$ -
(e) endangered/threatened species	$29,551	95%	$28,073	$28,073	$ -
(4) **Cultural/Urban Resources**					
(a) historical sites	$18,358	50%	$9,179	$9,179	$ -
(b) archaeological sites	$18,358	50%	$9,179	$9,179	$ -
(5) **Hazardous Materials Assessment**					
Hazardous Materials	$20,531	50%	$10,266	$10,266	$ -
(6) **Special Studies**	$0	0%	$0	$0	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: D1445

PROGRESS REPORT NO. 9 - Attachment B - Environmental Details

Progress Period: Through April 30, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
(7)	**Cultural Resources**		$974	30%	$292	$292	$ -
	(a) Historic research (Estimated)		$15,962	10%	$1,596	$1,596	$ -
	(b) Coordination with Subproviders on cultural resource services (Estimated)		$24,430	25%	$6,108	$6,108	$ -
	(c) Coordination with Subproviders on archeological resource services (Estimated)		$7,494	14%	$1,024	$1,024	$ -
(8)	**Biological Resources**		$25,008	50%	$12,504	$12,504	$ -
	(a) Wetland evaluation, permitting, alternatives, and mitigation (Estimated)		$61,139	95%	$58,082	$58,082	$ -
	(b) Bio-community assessment, benthic studies (Estimated)		$39,666	95%	$37,683	$37,683	$ -
	(c) Threatened/endangered species, habitat assessment, presence/absence survey, Section 7 of ESA, Biological Opinion, impact mitigation (Estimated)		$122,277	10%	$12,228	$12,228	$ -
	(d) Ecological investigations		$68,466	94%	$64,088	$64,088	$ -
(9)	**Physical Resources**						
	(a) Air Quality Analysis		$32,466	85%	$27,596	$27,596	$ -
	(b) Sediment Analysis		$58,631	85%	$49,836	$49,836	$ -
	(c)Water Quality Analysis		$53,835	85%	$45,760	$45,760	$ -
B.	**Permits / Certifications and/or Notifications**						
(1)	Coordination with City, County, and Agency Officials		$29,222	10%	$2,922	$2,922	$ -
(2)	Develop and maintain list of local permit requirements.		$24,879	55%	$13,800	$13,800	$ -
(3)	Water Quality Certifications		$30,586	10%	$3,059	$3,059	$ -
(4)	Pre-construction Notifications (NWP, SW3P NOI, etc.)		$23,386	10%	$2,339	$2,339	$ -
C.	**Miscellaneous**						
(1)	Examine / determine need for modeling.		$17,436	95%	$16,564	$16,564	$ -
(2)	Finalize Constraints Mapping		$13,090	95%	$12,436	$12,436	$ -
(3)	Benthic Studies		$50,000	95%	$47,500	$47,500	$ -
D.	**Draft Environmental Document (SEIS)**						
(1)	Data review / evaluation; identify cumm impacts.		$36,626	75%	$27,469	$21,976	$ 5,494
(2)	Write/submit draft SEIS - anticipate FONSI		$45,317	75%	$33,988	$27,190	$ 6,798
(3)	Incorporate comments and submit revised draft		$27,935	0%	$0	$0	$ -
(4)	Incorporate final comments		$27,455	0%	$0	$0	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment B - Environmental Details

Progress Period: Through April 30, 2012

	DESCRIPTION	ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
PHASE III - FINAL SEIS AND PUBLIC INVOLVEMENT						
A.	**Final SEIS**		0%	$0	$0	$ -
(1)	Data review - evaluation; identify cumm impacts.	$22,906	0%	$0	$0	$ -
(2)	Write/submit final draft SEIS - anticipate FONSI	$31,597	0%	$0	$0	$ -
(3)	Incorporate comments and submit revised draft	$22,906	0%	$0	$0	$ -
(4)	Incorporate final comments	$21,647	0%	$0	$0	$ -
B.	**Public Involvement**		0%	$0	$0	$ -
(1)	**Public Information Workshop #1 - Hidalgo County:**		0%	$0	$0	$ -
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	$8,692	100%	$8,692	$8,692	$ -
	Attend.	$4,812	100%	$4,812	$4,812	$ -
	Conduct mtng, prepare Meeting Report	$4,496	100%	$4,496	$4,496	$ -
(2)	**Public Information Workshop #2 - Willacy County:**					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	$8,692	100%	$8,692	$8,692	$ -
	Attend.	$4,812	100%	$4,812	$4,812	$ -
	Conduct mtng, prepare Meeting Report	$4,496	100%	$4,496	$4,496	$ -
(3)	**Public Meeting #1 - Hidalgo County:**					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	$8,692	0%	$0	$0	$ -
	Attend.	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	$4,496	0%	$0	$0	$ -
(4)	**Public Meeting #2 - Willacy County**					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	$8,692	0%	$0	$0	$ -
	Attend.	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	$4,496	0%	$0	$0	$ -
(5)	**Public Hearing #1 - Hidalgo County:**					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	$13,038	0%	$0	$0	$ -
	Attend.	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	$8,991	0%	$0	$0	$ -
(6)	**Public Hearing #2 - Willacy County**					
	Coordinate; advertise, prepare agenda, roster, meeting room, court reporter, pictures, mail-outs.	$11,299	0%	$0	$0	$ -

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment B - Environmental Details

Progress Period: Through April 30, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
	Attend.	SPECIAL	$4,812	0%	$0	$0	$ -
	Conduct mtng, prepare Meeting Report	SPECIAL	$8,991	0%	$0	$0	$ -
C.	**Agency Coordination - Document Review**	SPECIAL					
(1)	Coordinate with USACE on the Notice of Intent (NOI)	SPECIAL	$10,640	0%	$0	$0	$ -
(2)	Prepare and publish NOI	SPECIAL	$14,117	0%	$0	$0	$ -
(3)	Coordinate with USACE on the Draft EIS	SPECIAL	$19,422	0%	$0	$0	$ -
(4)	Assist USACE with SAFETEA-LU requirements for the Draft EIS	SPECIAL	$5,665	0%	$0	$0	$ -
(5)	Prepare and publicize the Draft EIS Notice of Availability	SPECIAL	$6,054	0%	$0	$0	$ -
(6)	Coordinate with USACE on Final EIS	SPECIAL	$11,989	0%	$0	$0	$ -
(7)	Assist USACE with SAFETEA-LU requirements for the Final EIS	SPECIAL	$5,665	0%	$0	$0	$ -
(8)	Prepare and publicize the Final EIS Notice of Availability	SPECIAL	$6,054	0%	$0	$0	$ -
(9)	Coordination with Public Officials		$197,495	80%	$157,996	$148,121	$ 9,875
(10)	Preparation of Public Information Video		$55,472	40%	$22,189	$22,189	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	SPECIAL	$145,772	70%	$102,040	$82,241	$ 19,799
	ODC / NL Trips, Travel, Repro	SPECIAL	$64,667	70%	$45,469	$37,633	$ 7,834
	Total (Environmental - Willacy County)		**$2,490,000**	**66%**	**$1,632,036**	**$1,582,236**	**$ 49,800**
	Total (Environmental Details)		**$2,590,000**	**66%**	**$1,717,036**	**$1,667,236**	**$49,800**
	TOTAL:		**$2,590,000**	**66%**	**$1,717,036**	**$1,667,236**	

TOTAL INVOICE AMOUNT DUE $ 49,800

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 10 - Attachment C - GRR Details

Progress Period: Through April 30, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.601 - GRR - Hidaglo County (H&H, Plan Formulation, Economic Studies, Report Prep)							
(1)	Finalize H&H for final design of new ditch, Edinburg Lake to Guerra Detention Facility.	BASIC	$147,540	95%	$140,163	$140,163	$ -
(2)	Finalize Plan Formulation and Economic Studies for Hidalgo County integrate with Willacy County portion.	BASIC	$176,339	88%	$155,924	$149,888	$ 6,035.37
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$36,800	88%	$32,384	$31,280	$ 1,105.00
	ODC / NL Trips, Travel, Repro	BASIC	$7,321	88%	$6,442	$6,223	$ 219.63
	Sub Total (GRR - Hidalgo County)		**$368,000**	**91%**	**$334,913**	**$327,554**	**$ 7,360.00**
U1445.602 - GRR - Willacy County (H&H, Plan Formulation, Economic Studies, Report Prep)							
(1)	Develop H&H model (APD only); revise / update downstream model, perform preliminary hydraulics.	Basic	$342,545	90%	$308,291	$308,291	$ -
(2)	Develop Plan Formulation for Willacy County	Basic	$178,673	89%	$158,126	$151,872	$ 6,253.22
(3)	Develop Economic Studies for Willacy County.	Basic	$223,954	88%	$197,632	$190,544	$ 7,088.41
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$83,615	89%	$74,214	$71,073	$ 3,142.25
	ODC / NL Trips, Travel, Repro	BASIC	$7,358	88%	$6,493	$6,254	$ 239.12
	Sub Total (GRR-1 - Willacy County)		**$836,145**	**89%**	**$744,755**	**$728,034**	**$ 16,723.00**
U1445.802 - GRR - Willacy County (Site Prep, Prelim Engr, Cost Estimates)							
(1)	Engineernig Site Development - Field Survey	BASIC	$161,316	95%	$153,250	$153,250	$ -
(2)	Preliminary Engineering - Schematic Development - Alternatives	BASIC	$197,541	80%	$158,033	$158,033	$ -
(3)	Engineering Cost Estimates	BASIC	$43,583	80%	$34,866	$34,866	$ -
QC-QA and ODC							
	Quality Control / Quality Assurrance	BASIC	$45,281	86%	$38,941	$38,941	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$5,092	85%	$4,328	$4,328	$ -
	Sub Total (GRR-2 - Willacy County)		**$452,813**	**86%**	**$389,420**	**$389,419**	**$ -**
	TOTAL:		**$1,656,958**	**89%**	**$1,469,088**	**$1,445,006**	

TOTAL INVOICE AMOUNT DUE $ 24,083.00

PROJECT: Raymondville Drain

CLIENT: Hidalgo County

S&B Job Number: U1445

PROGRESS REPORT NO. 9 - Attachment D - PS&E Details

Progress Period: Through April 30, 2012

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
U1445.810 - PS&E - Hidalgo County							
(1)	Develop plans, specifications, and estimates for segments 2, 4, and 5.	Basic	$678,334	56%	$378,223	$378,223	$ -
(2)	Develop plans, specifications, and estimates for Segment 3.	Basic	$400,000	76%	$304,861	$214,861	$ 90,000
(3)	Develop plans, specifications, and estimates for Segment 1.	Basic	$133,333	75%	$100,000	$100,000	$ -
QC-QA and ODC							
	Quality Control / Quality Assurance	BASIC	$106,666	55%	$58,666	$58,666	$ -
	ODC / NL Trips, Travel, Repro	BASIC	$15,000	55%	$8,250	$8,250	$ -
	Sub Total (PS&E - Hidalgo County)		$1,333,333	64%	$850,000	$760,000	$ 90,000
	TOTAL:		$1,333,333	64%	$850,000	$760,000	

TOTAL INVOICE AMOUNT DUE $ 90,000

AI-33427 **8. F.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the additional sixty (60) days grace period option and provide/send said notice as required under the current contract for "Lease and/or Lease Purchase of Office Space" for Hidalgo County, under the same rates, terms, and conditions with Edinburg Real Estate Network, Inc.
C-09-064-06-08

BACKGROUND

Grace/extension period from: 10/07/12-12/05/12..per Rocio Villarreal

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-115-002-0-441

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

BUDGETARY IMPACT:

Emergency transfer to cover 60 day grace period processed on 07/27/12. (JE-22947)

PO 676913

Attachments

Extension Letter

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:28 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:54 PM
Rosalinda Cantu	Rosie Cantu	07/27/2012 04:12 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Rocio Villarreal Started On: 07/25/2012 02:31 PM

Final Approval Date: 07/27/2012

PURCHASING DEPARTMENT
County Of Hidalgo

July 25, 2012

CERTIFIED MAIL
7099 3220 0002 9744 7515
Via Email: drocortes@yahoo.com

Edinburg Real Estate Network, Inc.
Oscar Cortes, MD
4101 S. Burns Drive
McAllen, Texas 78503

Re: C-09-064-06-08-Lease and/or Lease Purchase of Office Space for Hidalgo County

Dear Dr. Cortes:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an Sixty (60) Days Extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of July 31, 2012, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Friday, July 27, 2012 via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager

PURCHASING DEPARTMENT
County Of Hidalgo

CERTIFIED MAIL
7099 3220 0002 9745 6425
Via E-mail: drocortes@yahoo.com

Edinburg Real Estate Network, Inc.
Oscar Cortes, MD
4101 S. Burns Drive
McAllen, Texas 78503

Re: C-09-064-06-08
Lease and/or Lease Purchase Office Space for Hidalgo County

Dear Dr. Cortes:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 16, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, August12, 2011,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE

THIS LEASE is made and entered into by and between Edinburg Real Estate Network Inc., referred to in this Lease as "Lessor", and **THE COUNTY OF HIDALGO**, referred to in this Lease as "Lessee."

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises" and are deemed for the purposes of this Lease to contain 23, 600 square feet.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a two (2) year term commencing on the date of occupancy by Lessee (the "Commencement Date") and ending two (2) years thereafter, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of

this Lease for an additional one (1) year term, under the same rates, terms and conditions. Lessee reserves the right to continue this lease for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its

expiration.

Lessor's Warranty of Quiet Enjoyment

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

ARTICLE 2. RENT

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to a One Dollar ($1.00) per square feet, and not to exceed Twenty-Three Thousand Six Hundred Dollars and no/100ths ($23,600.00) per month (the "Base Rent") as shown on Lessor's bid, a copy of which is attached hereto as Exhibit B. Lessee agrees to pay as additional rent (after receipt of copy of billing from the utility providing services)for the use and occupancy of the Leased Premises during the Term of this Lease Agreement all utilities that become due for use of the Leased Premises including but not limited to water and sewerage, electricity, and telephone service. As Lessor is occupying a portion of the building containing the Premises, Lessor and Lessee deem Lessees' share of utility charges for the purpose of additional rent shall be a ninety percent (90%) of the utility charge as shown on the utility's statement. Additionally, Lessee agrees to pay as additional rent the taxes and insurance for the Leased Premises as provided in Section 6.01 and Article 7 hereto. As Lessor is occupying a portion of the building containing the

Premises, Lessor and Lessee deem Lessees' share of taxes and insurance charges for the purpose of additional rent shall be a ninety percent (90%) of the taxes and insurance for the Premises calculated from the taxes and insurance statement. Lessee agrees to pay as additional rent (after receipt of evidence of payment from Lessor) ninety percent (90%) of Lessor's general maintenance staff provided Lessees' monthly additional rent for Lessor's maintenance staff shall not exceed monthly the sum of $_____. Additional rental shall be calculated and determined on a calendar month basis and only for the time period while Lessee is occupying the Premises during the term. In the event the Commencement Date is a day other than the first day of the month, the rent and additional rental for the period from the Commencement Date to the last day of the month shall be prorated by dividing the monthly rental and additional rent by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date. Lessee has the option to purchase the premises which is the subject of these specifications. All Base Rent lease payments shall be applied to the purchase price of the Premises should the Lessee exercise its option to purchase the Premises (see "Exhibit D").

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **1615 S. Closner, Ste. A, Edinburg, Texas 78539,** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof

shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessee shall, reimburse Lessor against paid receipt ninety percent (90%) of all taxes, special assessments, and governmental charges of every character imposed during the Term of this Lease Agreement upon the Leased Premises and paid by Lessor and on any of the personal property or fixtures located on or in the Leased Premises. All such reimbursement for taxes shall be prorated to the dates Lessee occupies the Premises. Lessee waives all rights to protest the appraised value of the Leased Premises or to appeal the same and all rights to receive notices of reappraisal as set forth in sections 41.413 and 42.015 of the Texas Tax Code. If there is presently in effect or hereafter adopted any nature of sales tax or use tax or other tax on rents or other sums received by Lessor under this Lease Agreement (herein referred to as "Rent Sales Tax"), then in addition to all rent and other payments to be made by Lessee as provided above, Lessee will also pay Lessor a sum equal to the amount of such Rent Sales Tax. The Term "Rent Sales Tax" shall not include any income taxes applicable to Lessor.

ARTICLE 3. USE OF PREMISES

Permitted Use

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

Waste, Nuisance, or Illegal Use

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

ARTICLE 4. REPAIRS AND MAINTENANCE

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

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems (HVAC) and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

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

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days

following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease. For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall reimburse Lessor ninety percent (90%) of the utility charges (following presentment by Lessor of the utility's charges for each such month during the Term hereof) including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease.

ARTICLE 6. LESSOR'S RENOVATIONS

6.1 Lessor prior to the date of Lessee occupying the Premises, agrees to purchase and/or install at Lessor's sole cost and expense Lessee's desired improvements to the Premises as directed by Lessee in writing.

Consent of Lessor

6.2 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.3 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that

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

ARTICLE 7. SIGNS

Signs

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

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 At all times during the Term of this Lease Agreement, Lessor shall keep

the Leased Premises insured against loss or damage by fire, vandalism and malicious mischief, with extended coverage endorsement or its equivalent with an insurer acceptable to Lessor. Lessee shall reimburse Lessor against paid insurance premium receipt, as additional rental ninety percent (90%) of the cost of such insurance paid by Lessor prorated for the days Lessee occupies the Premises and such property insurance shall be in amounts not less than one hundred percent (100%) of the full replacement value of the Leased Premises, which may be provided under a blanket policy. Such policy or policies of insurance shall name both Lessor and Lessee as a named insured and all proceeds payable thereunder shall be paid to Lessor and held by Lessor in trust, and shall be made available for reconstruction on repair, as the case may be, of any damage to or destruction of the Leased Premises, or any portion thereof, and shall be paid out by Lessor from time-to-time subject to the provisions hereof for the reasonable cost of such reconstruction or repair. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Premises (or in the event neither Lessor nor Lessee is required or elects to repair and restore, all such insurance proceeds) shall be retained by Lessor free and clear upon completion of any such repair and restoration. All salvage resulting from any risk covered by such insurance shall belong to Lessor except that any salvage relating to Lessee's personal property shall belong to Lessee.

General Liability Insurance

9.2 **Lessor**. Lessor, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Lessee shall reimburse against paid

receipt, as additional rental, ninety percent (90%) of the cost of such general liability insurance paid by Lessor prorated for the days Lessee occupies the Premises. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 **Lessee.** Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.3 Lessor and Lessee shall each furnish with the original of all insurance policies required by this Article. If either Lessor or Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if either Lessor or Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if either Lessor or Lessee fails to deliver proof of insurance showing coverages prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of the party responsible under this Lease to acquire insurance under this Lease; or the party not responsible under this Lease to so acquire the insurance may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with the defaulting party's obligations under the provisions of this Article. The party responsible for so acquiring the insurance agrees to reimburse the other party all amounts spent by the other party having to procure and maintain such insurance within fifteen (15) days after demand from such party having to acquire such insurance. Failure to pay such amount when due shall be a default of the party responsible to acquire insurance under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

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

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to

Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

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

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

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

Condemnation Award

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

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice

to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

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

Waiver of Breach

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

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease

terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

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

ARTICLE 14. OPTION TO PURCHASE

14.1 Provided Lessee is not in default under any provisions of this lease agreement, Lessee shall have the option to purchase the Premises for the price of Two Million Eight Hundred Fifty Thousand No/100ths Dollars ($2,850,000.00) (the "Option Price"). Such Option to Purchase may be exercised at any time after the Commencement Date of this Lease by Lessee giving sixty (60) days notice to Lessor, such notice evidenced by an executed Earnest Money Contract delivered to Lessor, an unsigned copy of which is attached hereto as Exhibit "C" (The "Purchase Contract"). All Base Rent paid by Hidalgo County through the date of closing (as defined in the Purchase Contract) in accordance with this Lease shall be credited toward the Purchase Price (as defined in the Purchase Contract).

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

15.1 All notices required under this Lease will be deemed delivered when

deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	Lessee:
Edinburg Real Estate Network, Inc. Attn: Oscar Cortes, MD 1615 S. Closner, Ste. A Edinburg, Texas 78539	County of Hidalgo Attn: County Judge P.O. Box 1356 Edinburg, Texas 78540

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

Parties Bound

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

Texas Law to Apply

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

Legal Construction

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

Prior Agreements Superseded

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

Amendment

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

Rights and Remedies Cumulative

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

Attorneys' Fees and Costs

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

Force Majeure

15.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor

restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

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

Estoppel Information

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

Time of Essence

15.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of 09/04, 2009.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

COMPANY:

Edinburg Real Estate Network Inc.

Printed Name: Oscar Cortez, M.D.

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

Stephen L. Crain

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land containing 2.673 acres situated in the City of Edinburg, Hidalgo County, Texas, out of LOT 11, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY (Deed Reference: Volume 24 Page 168, Hidalgo County Deed Records), said 2.673 acres being a part or portion of a (5.51 ac.) Tract conveyed to EDINBURG REAL ESTATE NETWORK, INC. (Warranty Deed recorded under Document #494501, Hidalgo County Official Records), said 2.673 acres also being more particularly described as follows:

BEGINNING at a pipe found on the west right -of-way line of U.S. Business Highway 281 (Closner Boulevard) for the easternmost Northeast corner of this tract, said pipe bears S 9° 05' 00" W a distance of 275.40 feet and N 80° 53' 00" W a distance of 50.00 feet from the Northeast corner of said Lot 11, Section 271;

THENCE, S 9° 05' 00" W along the West right -of -way line of said U.S. Business Highway 281 (Closner Boulevard) and the East property line of said Edinburg Real Estate Network Inc. tract, a distance of 37.10 feet to an iron rod set for the Southeast corner of this tract;

THENCE, N 80° 53' 00" W a distance of 501.33 feet to an iron rod set for the Southwest corner of this tract;

THENCE, N 9° 05' 00" E along the West property line of said Edinburg Real Estate Network, Inc. tract, a distance of 267.50 feet pass an iron road set on the South line of an Utility Easement (granted to the City of Edinburg in Vol. 1554 Pg.465, Hidalgo County Deed Records), at a distance of 274.50 feet pass a pipe found for the South right-of -way line of Freddy Gonzalez Drive (as dedicated in Vol. 1528 Pg. 648, Hidalgo county Deed Records), and continuing a total distance of 312.50 feet to the north line of said Lot 11, for the Northwest corner of this tract;

THENCE, S 80° 53' 00" E along the north line of said Lot 11, a distance of 191 30 feet to an outside corner of this tract;

THENCE, S 11° 37' 43" W a distance of 20.02 feet to an inside corner of this tract;

THENCE, S 80° 53' 00" E a distance of 177.67 feet to an outside corner of this tract;

THENCE, S 9° 05' 00" W at a distance of 18.00 feet pass a pipe found for said South right-of-way line of Freddy Gonzalez Drive (Vol. 1528 Pg. 648, Hidalgo County Deed Records), at 25.00 feet pass the south line of said Utility Easement (Vol. 1554 Pg. 465, Hidalgo County Deed Records), and continuing, along the west property line of tract conveyed to S.S. Partners (WD Doc. #450889, Hidalgo County Official Records), for a total distance of 255.40 feet, to a pipe found for an inside corner of this tract;

THENCE, S 80° 53' 00" E along the south property line of said S.S. Partners tract, a distance of 133.25 feet to the POINT OF BEGINNING, and containing 2.673 acres, of which 0.240 of one acre lies in the right-of-way of said Freddy Gonzalez Drive (as dedicated in Vol 1528 Pg. 648, Hidalgo County Deed Records), leaving a net of 2.433 acres of land, more of less.

R605992

Current Owner	Legal Description	Exemptions	Appraised
EDINBURG REAL ESTATE NETWORK INC (O565274) 1615 S CLOSNER BLVD STE D EDINBURG,TX 78539-6362	ALBERTSONS EDINBURG LOT 1		2,078,270
		Entities	Homestead Cap
		CEB, DR1, GHD, JCC, R15, SEB, SST	0

Situs Address

Sales

Date	Volume	Page	Seller Name
12/20/1999	831936		UNKNOWN OWNER

History Information

	2008	2007	2006	2005
Imp HS	-	-	-	-
Imp NHS	$1,192,559	$1,259,045	$1,244,399	$1,310,884
Land HS	-	-	-	-
Land NHS	$423,928	$423,928	$423,928	$423,928
Ag Mkt	-	-	-	-
Ag Use	-	-	-	-
Tim Mkt	-	-	-	-
Tim Use	-	-	-	-
HS Cap	-	-	-	-
Assessed	$1,616,487	$1,682,973	$1,668,327	$1,734,812

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
COM	SLB	TIL	SRK	FLT-BLT	CPT
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
AND	8		1973		

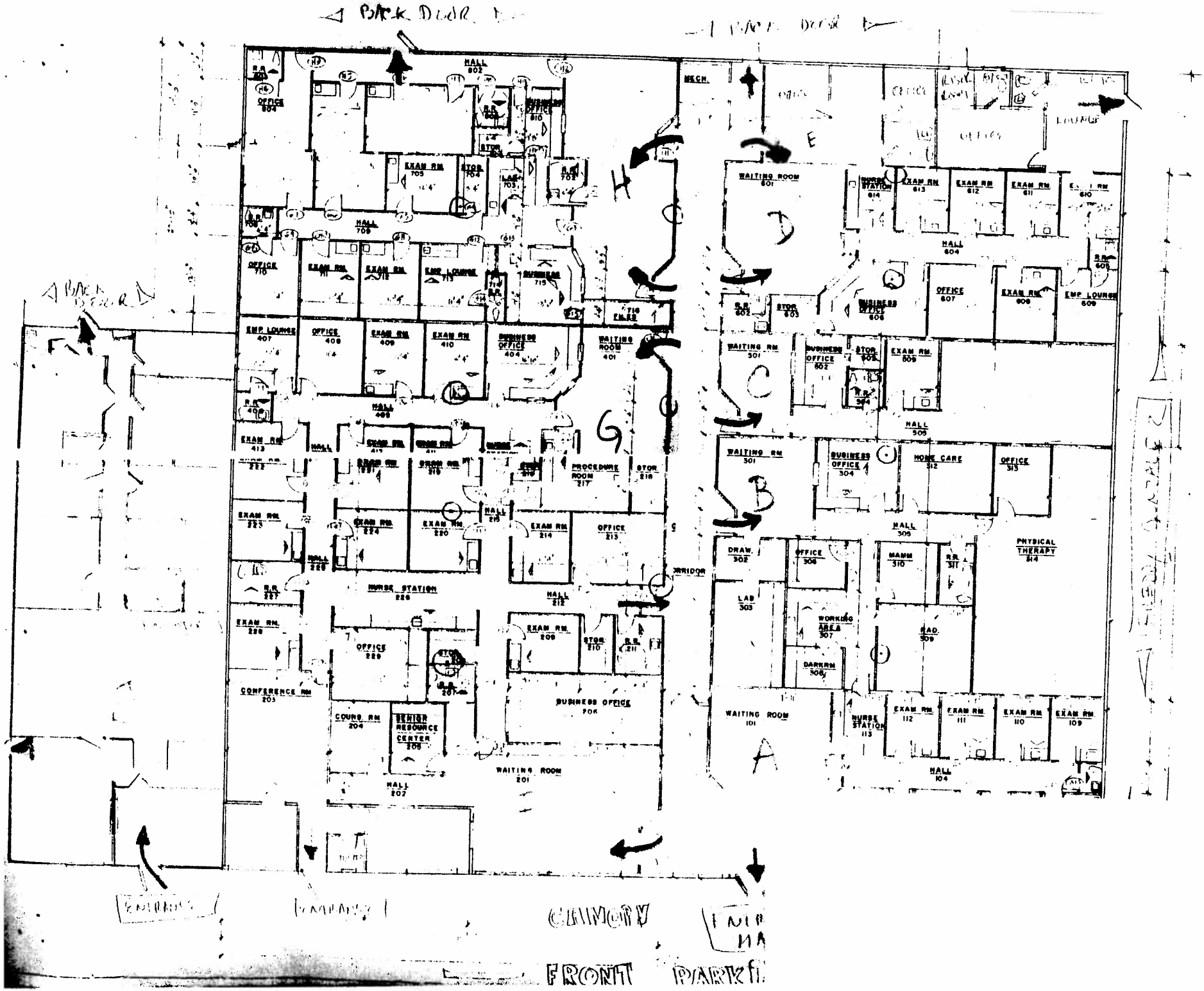
Improvements

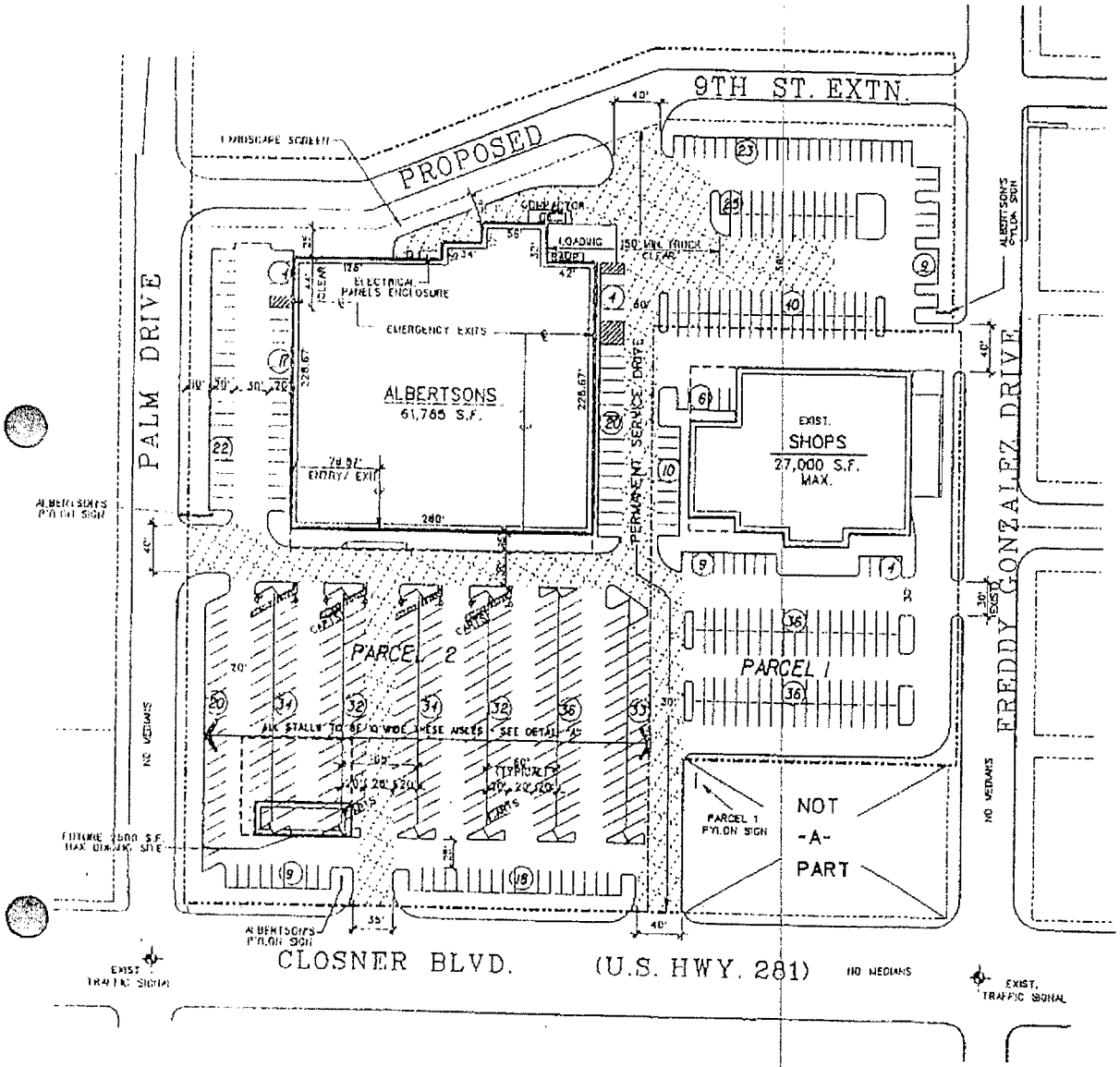
Type	Description	Area	Year Built	Eff Year	Value
C	Commercial				$1,283,405
CLC	Clinic	21484	1973	1984	$980,605
ENC	Enclosed Add	516	1973	1984	$23,552
ENC	Enclosed Add	648	1973	1984	$29,577
OFF	Office	3280	1973	1984	$149,711
ASP	Asphalt	57235	1973	1984	$39,406
CON	Concrete	4561	1973	1984	$6,280

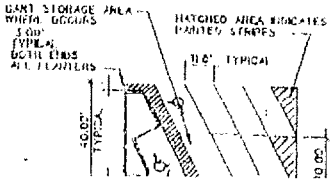
Land Segments

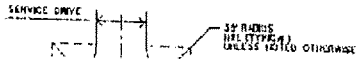
SPTB	Description	Area	Market	Ag Value
F1	Lot	105982F	794,865	0

Improvement Sketch


BACK DOOR
BACK DOOR
BACK DOOR
HALL 602
OFFICE 604
EXAM RM 705
STOR 704
LAB 703
HALL 709
OFFICE 710
EXAM RM 711
EXAM RM 712
EMP LOUNGE 713
BUSINESS OFFICE 715
EMP LOUNGE 407
OFFICE 408
EXAM RM 409
EXAM RM 410
BUSINESS OFFICE 404
WAITING ROOM 401
HALL 406
EXAM RM 413
HALL 222
EXAM RM 223
EXAM RM 224
EXAM RM 220
EXAM RM 214
OFFICE 213
PROCEDURE ROOM 217
STOR 218
HALL 219
HALL 212
NURSE STATION 226
EXAM RM 228
OFFICE 229
EXAM RM 208
STOR 210
CONFERENCE RM 203
COUNS RM 204
SENIOR RESOURCE CENTER 205
BUSINESS OFFICE 206
WAITING ROOM 201
HALL 202
MECH.
OFFICE
OFFICE
LOUNGE
WAITING ROOM 601
NURSE STATION 614
EXAM RM 613
EXAM RM 612
EXAM RM 611
EXAM RM 610
HALL 604
OFFICE 607
EXAM RM 608
EMP LOUNGE 609
WAITING RM 501
BUSINESS OFFICE 602
STOR 603
EXAM RM 605
HALL 509
WAITING RM 301
BUSINESS OFFICE 304
HOME CARE 312
OFFICE 315
HALL 306
DRAW. 302
OFFICE 306
MAMM 310
PHYSICAL THERAPY 314
LAB 303
WORKING AREA 307
RAD. 309
DARKRM 308
WAITING ROOM 101
NURSE STATION 113
EXAM RM 112
EXAM RM 111
EXAM RM 110
EXAM RM 109
HALL 104
CORRIDOR
ENTRANCE
CANOPY
ENTR
HA
FRONT PARKI
A
B
C
D
E
G
H







GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
NO TRUCK WELLS, NATURAL DOCK ONLY
PARKING REQUIREMENTS:
USED 1/200 S.F. OF G.B.A.

BUILDING SETBACK REQUIREMENTS:
REQUIRES CITY REVIEW

LANDSCAPE REQUIREMENTS:
REQUIRES CITY REVIEW

ZONING REQUIREMENTS:
EXISTING- UNKNOWN
REQUIRED-COMMERCIAL

LEGEND

PROPERTY/PARCEL LINE
EXPANSION LIMIT LINE
BUILDING AREA
HEAVY DUTY PAVING
BUILDING ENVELOPE

EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	88,765 S.F.
TOTAL CARPARKS REQUIRED	444
TOTAL CARPARKS PROVIDED	513 (+69)

Albertsons
DESIGN & CONSTRUCTION
250 PARKCENTER BLVD
BOISE, IDAHO 83726
(208)385-6200

S.W.C.
CLOSNER
BLVD.
&
FREDDY
GONZALEZ
EDINBURG,
TEXAS

DRAWING NO.
4081

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"
BID NO.: 2009-064-05-13-MEG

BID FORM

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

Proposed Location (physical address)	1615 S CLOSNER STE's B-J
Legal Description:	ALBERTSONS EDINBURG LOT 1
Total Square feet of Proposed Building	25928

VENDOR	SQUARE FOOT	COST
PRICE per square foot	$1.00 + NNN	$ 25,928. =
Total Monthly Bid Price		$ 25,928. =

BIDDER/COMPANY NAME: EDINBURG REAL ESTATE NETWORK, INC.

ADDRESS: 1615 S. CLOSNER, STE A

CITY: EDINBURG STATE: TX ZIP CODE: 78539

PHONE No: (956) 381-9854 CEL: (956) 451-0348 FAX No. (956) 381-9858

AUTHORIZED SIGNATURE:

PRINTED NAME: OSCAR CORTES, MD

TITLE: PRESIDENT.

EMAIL: droortes@yahoo.com.

OPENED 9:47

Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

E/L	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PPS 43240754		16394504		MD14656377-001-00001	NONE

BRANCH ST BRANCH TBD - NC

RENEWAL EFF 05/01/2009

ZURICH

MARYLAND CASUALTY COMPANY
PRECISION PORTFOLIO POLICY - COMMON DECLARATIONS
PRECISION PREMIER
OFFICE PROGRAM

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List.

NAMED INSURED AND MAILING ADDRESS

EDINBURG REAL ESTATE NETWORK
1615 S CLOSNER STE. D
EDINBURG TX 78539-6362

AGENCY NAME AND SERVICING ADDRESS

LUJAN INSURANCE AGENCY
PO BOX 704
PHARR TX 78577-1613
(956) 783-1165

BRANCH NAME AND SERVICING ADDRESS

BRANCH TBD - NC
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
(800) 800-3907

POLICY PERIOD

FROM	TO
05/01/2009	05/01/2010
12:01 a.m.	12:01 A.M.

BUSINESS ENTITY: LTD LIABILITY

POLICY PREMIUMS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts. This premium may be subject to adjustment.

	PREMIUM
COMMERCIAL PROPERTY COVERAGE PART	$ 6,335.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	$ 2,803.00
PREMIUM SIZE CREDIT	$ 280.00-
TERRORISM PREMIUM	$ 183.00
TOTAL ANNUAL PREMIUM	$ 9,041.00

Countersigned by _____ _____
Authorized Representative Date

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 1984.
Copyright, Maryland Casualty Company, 1992.

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PPS 43240754		16394504		M014658377-001-00001	NONE

BRANCH ZR ZURICH GROUP-SA

RENEWAL EFF 05/01/2005

ZURICH

PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
PRECISION PREMIER OFFICE PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

GENERAL AGGREGATE	$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	$2,000,000
EACH OCCURRENCE	$1,000,000
TENANTS LEGAL LIABILITY	$1,000,000
MEDICAL EXPENSES - EACH PERSON	$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY	$1,000,000

COMMERCIAL GENERAL LIABILITY

EXHIBIT "D"

DRAFT EARNST MONEY CONTRACT

EARNEST MONEY CONTRACT

(Unimproved Property)

Seller: HIDALGO COUNTY, TEXAS
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Purchaser: _____
_____
_____

Title Company: _____
_____
_____

Escrow Agent: _____
_____
_____

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is the surface estate only of that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A" attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of _____ and ____/100ths Dollars ($_____.__) payable in cash or other immediately available funds, at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent, the sum of $___,000.00 as earnest money (hereinafter the "Earnest Money") to bind this sale. The

Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

TERMINATION OPTION

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller _____ (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Sellers written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser that Seller has full requisite power and authority to perform all of its obligations under this Contract.

3.2 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

3.3 (a) Purchaser hereby represents and acknowledges that:

(1) Purchaser is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as specifically set forth herein, without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Purchaser acknowledges that it has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller;

(2) Purchaser is not entitled to, and should not rely on, the Seller or its agents as to (A) the quality, nature, adequacy, or physical condition of the Property, including without limitation, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (B) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (C) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (D) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose; (E) the zoning or other legal status of the Property; (F) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (G) the quality of any labor or materials relating in any way to the Property; or (H) the condition of title to the Property (except for the warranty of title set forth in the deed), or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property;

(3) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries, investigations and tests as it deems necessary, desirable, or appropriate with respect to the Property. Those inquiries and investigations of Purchaser may include, but are not limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any hazardous materials or other environmental matters affecting the Property, the existence of any wood-destroying organisms on the Property, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property; and

(4) Without in any way limiting the generality of the preceding subsections (1) through (3), Purchaser specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim that it has, might have had, or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon (except as provided herein as to Seller's obligations for proration of current year taxes and payment of ad valorem taxes for prior years), the compliance with any environmental protection, pollution or land use laws, rules, regulations, or requirements, and any other state of facts that exist with respect to the Property.

(b) A provision similar to the following shall be included in the deed required

under this Agreement:

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) The provisions of this Paragraph 3.3 shall survive the Closing.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Purchaser's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner's Policy of Title Insurance to Purchaser guaranteeing title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser, at Purchaser's expense, true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 If requested by Purchaser, within fifteen (15) days from the date of this Contract, Seller at Purchaser's sole cost and expense, shall cause to be delivered to Purchaser a current plat of survey (the "Survey") prepared by a Registered Public Surveyor licensed by the State of Texas selected by Seller. The Survey shall be staked on the ground and shall set forth the number of total net acres comprising the Property, together with a metes and bounds description thereof. The term net acres mean the number of acres contained in the Property, exclusive of any land

lying within any easements, streets or roads, or the right of way lines of public roads and shall be calculated to the nearest one hundredth of an acre. The metes and bounds description of the Property contained in the Survey will be used on all closing documents and title policies in lieu of the description contained in Exhibit A attached hereto.

4.4 Purchaser shall have a period o ten (10) days following the date of receipt by Purchaser of the Survey and the Title Binder to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall attempt to cure such objections, but shall not be obligated to incur any cost or institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances (as hereinafter defined).

4.5 All items or title exceptions not objected to or objected to and later waived shall be referred to as "Permitted Encumbrances."

ARTICLE V

CLOSING

5.1 Closing shall be held on or before 30 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

5.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Article 4.5, above;

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances.

C. Tax Report from the tax service operated by or associated with Title Company showing no taxes due.

D. Possession of the Property.

5.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price, plus or minus any adjustments and/or prorations otherwise herein provided.

ARTICLE VI

ADJUSTMENTS AND EXPENSES

6.1 Real estate taxes for the year of Closing are to be adjusted and prorated, if applicable, as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation.

6.2 Purchaser shall pay costs associated with the sale of the Property, including but not limited to, recording instruments presented by Seller and all financing instruments, the Survey, its own attorneys' fees, the Owner and any Mortgagee Policy of Title Insurance, the appraisal obtained by Seller prior to the sale, newspaper notices advertising the Property for sale, tax service and all other expenses of Closing not specifically attributed to Seller hereunder. Seller's own attorneys' fees shall be paid by Seller.

ARTICLE VII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Contract, Seller may terminate this Contract and receive the Earnest Money as liquidated damages, or may enforce specific performance or any other remedy available to it at law or in equity. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract.

ARTICLE VIII

[Intentionally Omitted]

ARTICLE IX

LIENS AND TAXES

The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing.

ARTICLE X

ASSIGNMENT

This Contract may not be assigned by Purchaser without the prior written consent of Seller. Any assignment in violation of this Article X shall be null and void, *ab initio*.

ARTICLE XI

SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XII

REAL ESTATE COMMISSIONS

Seller and Buyer represent each to the other than no brokers were or are involved with the transaction which is the subject of this Contract and that no claims for brokerage fees or other similar form of compensation are due or payable to any real estate broker or other person or entity because of the sale of the Property.

ARTICLE XIII

MISCELLANEOUS

13.1 Time shall be of the essence of this Contract.

13.2 This Contract and all of the terms, provisions and covenants contained herein shall, to the extent permitted herein, apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

13.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

13.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

13.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

13.8 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

13.9 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

13.10 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

13.11 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article VIII. At Closing, the Earnest Money shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

13.12 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax Law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will

be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

ARTICLE XIV

CONDEMNATION

14.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

14.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

The date of this Contract is the _____ day of _____, 200___.

SELLER:

COUNTY OF HIDALGO

By:_____
J.D. Salinas, County Judge

PURCHASER:

_____
Printed Name:_____

Receipt of a fully executed Contract and $_____.00 Earnest Money in the form of a _____ are hereby acknowledged this ____ day of _____, 200____ at _____, _____.M.

ESCROW AGENT:

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
P. O. Box 3725
McAllen, Texas 78502

BUYER'S ATTORNEY:

_____
_____
_____

EXHIBIT "A"
Metes and Bounds Description of the Property

[To be provided]

AI-33361 **8. G.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha L. Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of payment for Invoices (as set forth below;
1. Inv#11324198 - ($ 4,655.12) - L & G Engineers- MPO/HCRMA Representation- Contract# C-11-054-04-12;

2. Inv#M164138 - ($ 23,885.00) - HALFF ASSOCIATES, INC. - Contract#C-10-340-10-19 (WA#2-PO# 662524) PROJECT: "Courthouse Life Safety-Fire Suppression System"

BACKGROUND

Inv#11324198 -L&G Eng - (HCMPO)
Inv# M164138 - Halff Assoc - (Crthouse Life Safety)

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

TRAFFIC ENGINEERING-ARCH & ENG SRV
$53,533.88 available funds in p.o. #658778 as of 07/27/12.

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

CO WIDE ADM-ARCH & ENG SRV
$72,357.50 available funds in p.o.#662524 as of 07/27/12.

Attachments

Inv# 1132498-L&G Eng-HCMPO-C-11-054-04-12

Inv # M164138-Halff-(Crthse Life Safety)

WA#2-Halff Assoc-C-10-340-10-19

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/26/2012 03:17 PM
Budget & Management	Merlen P. Munoz	07/26/2012 03:53 PM
Rosalinda Cantu	Rosie Cantu	07/27/2012 01:45 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Letty Saenz Started On: 07/20/2012 08:57 AM

Final Approval Date: 07/27/2012

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324198
INVOICE DATE: 06/30/12

BILL TO:
Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 110101
HCMPO - On Call Eng Services
Contract#C-11-054-04-12
2818 S. Bus Hwy 281
Edinburg, TX 78539

HCRMA STATUS & PROG			
June 2012	2.00	2327.560	4,655.12
PO#658778			
HCRMA STATUS & PROG TOTAL:			4,655.12
TOTAL			4,655.12

HIDALGO
BUDGET OFFICE
12 JUL 3 PM 1 02

#2-1100-429-30-125-014-0-334

Project Manager's Signature

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ORKSHOP AND BOARD OF DIRECTORS MEETING

WEDNESDAY, JUNE 20, 2012
EDINBURG CITY HALL
412 WEST UNIVERSITY DRIVE
EDINBURG, TEXAS

	NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Jesse Salinas	TEDSI	424-7898	
2	Joe Torres	BTR	572-4037	
3	Pablo Mares	LJA Engs	789-0527	
4	Jeremy Stanford	City of McAllen	681 1150	
5	Rene Ramirez	HCRMA	630-0246	
6	Michael Lee	Hidalgo Co. Judges Office	318-2600	
7	Erika Reyna	Pathfinder Public Aff	630-0246	
8	Behrooz Badiozamani	L&G	212-4562	
9	George Ramon	TEDSI	607-8328	
10	Craig Stong	TEDSI	424-7898	
11	Pete Sepulveda	CCRMA	982.5414	
12	Anthony Garza	L&G		
13	John Wood	CCRMA	956-778-7175	
14	Robert Saenz	Halff Associates	956.664.0286	
15	Troy Mayres	First Southwest	512-481-7615	
16	Dan Klein	A-7	956 631 9401	
17	Jorge Gomez	Edinburg Review		jgom248@gmail.com
18	Mario R Jorge	TxDot	956-566-0135	
19	Jody R Ellington	TxDOT	956-702-6242	
20				
21				
22				

Anthony Garza

From: Flor Koll [fkoll@hcrma.net]
Sent: Friday, June 29, 2012 11:31 AM
To: Anthony Garza
Subject: Sign In Sheets
Attachments: Sign in Sheet 6.20.12 Mtg.pdf

Anthony,

Due to our recent move I cannot find the sign in sheet from the Planning Committee on June 11, 2012. However, I can vouch that you were in attendance and will forward you a copy as soon as I find it.

Thank you,

FLOR E. KOLL
Program Administrator
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577
Ofc. (956) 402-4762
Fax. (956) 402-4762
fkoll@hcrma.net

SENT VIA -- BAR2.PHARR-TX.GOV -- CITY OF PHARR, TEXAS

L&G Engineering
Transportation Consultants

July 2, 2012

Hidalgo County
Budget Office
Attn: Sergio Cruz
2818 S. Bus. Hwy 281
Edinburg, TX 78539

RE: PROGRESS REPORT
On-call Services for the HCMPO and HCRMA and Traffic Studies –
Work Authorization No. 1 Contract #C-11-054-04-12

Dear Judge Garcia and County Commissioners,

Attached is our invoice for the month of May 2012. This invoice covers the basic fee associated for attending Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings, and the Hidalgo County Regional Mobility Authority (HCRMA) meeting(s).

The following tasks were accomplished this month.

- June 11, 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting agenda(s) and attended the meeting(s). The sign in sheet(s) are attached.

- June 20, 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting agenda(s) and attended the meeting(s). The sign in sheet(s) are attached..

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO / President

Attachments

12 JUL 2 PM 3 18
BUDGET
HIDALGO

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

02 per Maribel this invoice replaces M1163605

INVOICE

HALFF

ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · CONSULTANTS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

JUL 18 AM 8 18

Hidalgo County Commissioner's Court
2818 South Business 281
Hidalgo County Budget and Management Division
Edinburg, TX 78539

Invoice Date: 7/17/2012
Invoice #: M164138
Project: 28237
Invoice Group: L2
Client Code HIDAL5

Attention: Mr. Sergio Cruz

Project Name: Hidalgo Co Precinct #4/ Building Repairs

For Professional Services Rendered through: 06/17/2012
Re: Engineering Services
Hidalgo County -Courthouse Life Safety
Edinburg, Tx
Project Name: Courthouse Life Safety
Work Authorization #: 2

Contract Number: C-10-340-10-19
P. O. #: 662524

** Please contact Maribel Martinez (956-664-0286) with any questions regarding this invoice.

	Contracted Rate Total ($)		Previous Amount	% completed	Current Amount	Total Fee Remaining
Task #	Task / Scope	Budget				
A1	Survey for Design	$5,000.00	$5,000.00	100%	$ -	$0.00
A2	Civil Engineering	$2,000.00	$1,600.00	100%	$ 400.00	$0.00
A3	Building Envelop and Interiors	$19,000.00	$15,200.00	100%	$ 3,800.00	$0.00
A4	Structural Engineering	$2,000.00	$1,600.00	100%	$ 400.00	$0.00
A5	Electrical Engineering	$15,000.00	$12,000.00	100%	$ 3,000.00	$0.00
A6	Life Safety Improvements	$39,840.00	$31,872.00	80%	$ -	$7,968.00
A7	Asbestos - Site Survey	$16,390.00	$16,390.00	100%	$ -	$0.00
A8	Asbestos - Design and Monitoring	$16,600.00	$0.00	85%	$ 14,110.00	$2,490.00
A9	Project Specs and Bid Docs	$4,500.00	$3,600.00	95%	$ 675.00	$225.00
		$120,330.00	$87,262.00		$ 22,385.00	$10,683.00
B1	Bid Phase Services					
	Bid Phase Sub-Total (Hours)					
	Design Phase Sub-Total ($)	$3,000.00	$0.00	50%	$ 1,500.00	$1,500.00
C1	Construction Phase Services					
	Construction Phase Sub-Total (Hours)					
	Design Phase Sub-Total ($)	$9,000.00	$0.00	0%	$ -	$9,000.00
	Contracted Rate					
	TOTAL LABOR COSTS	$92,490.00	$55,390.00	86%	$ 23,885.00	$13,215.00
	TOTAL EXPENSES	$39,840.00	$31,872.00	80%	$ -	$ 7,968.00
	TOTAL LABOR PLUS EXPENSES	**$132,330.00**	**$87,262.00**	90%	**$23,885.00**	**$21,183.00**

Total Fee Earned to Date: $111,147.00
Less Previous Billings: $87,262.00
Amount Due this Invoice: $23,885.00

TERMS: DUE UPON RECEIPT

(214) 346-6200

ORIGINAL

(214) 739-0108 Fax

HIDALGO COUNTY

Professional Engineering Services

Contract # C-10-340-10-19

Work Authorization Form

CORRECTED 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, HALFF ASSOCIATES, INC., professional engineers of McALLEN, TEXAS, hereinafter called the "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Various design services to allow for life safety improvements at the Hidalgo County Courthouse.

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 $135,320.00 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 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:

Account No. 1-1342-412-00-220-010-0-452 / 1-1336-412-00-220-010-0-431

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 #4, Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this Work Authorization.

HIDALGO COUNTY PRECINCT # 4

By: Joseph Palacios

Joseph Palacios, Commissioner

HIDALGO COUNTY

By: _____

Valde Guerra, Executive Officer (P.O.C)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 06/21/2011 as indicated below and effective as of 21 day of June, 2011.

THE ENGINEER:
HALFF ASSOICATES, INC.

By: _____

Menton J. Murray, III, PE, LEED AP

THE OWNER:
HIDALGO COUNTY

By: _____

Hon. Ramon Garcia, County Judge

ATTEST:

By: _____

Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 8-2-11 SAL

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

EXHIBIT "D"
CORRECTED COST PROPOSAL

Various Design Services Life Safety Improvements Hidalgo County Courthouses

Professional Fee:

Survey for Design (with Topo)	$5,000
Civil Engineering	$2,000
Building Env/Inter + Life Safety Improvements -2	$19,000
Structural Engineering:	$2,000
Electrical Engineering	$15,000
Life Safety Improvements – 1	$39,840
Site Visits –REED (2)	$2,990
Asbestos – Site Survey	$16,392
Asbestos – Design and Monitoring	$16,598
Project Specifications and Bid Documents	$4,500
Bid Phase Service	$3,000
Construction Phase Service	$9,000
Total Fee (as listed):	**$135,320**

Exclusions:

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier, this is estimated at $4,700.00.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2011

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
Bell Insurance Agency
16980 Dallas Parkway
Dallas, TX 75248
Candy Goehring

CONTACT NAME: Candy Goehring
PHONE (A/C, No, Ext): 972.581.4915 FAX (A/C, No): 972.581.4916
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Halff Associates, Inc.
1201 N. Bowser
Richardson, TX 75081

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Accident & Indemnity	22357
INSURER B:	Hartford Casualty Ins. Co.	29424
INSURER C:	Hartford Underwriters	30104
INSURER D:	ACE Group of Companies	22667
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 11/12 Master w/E&O** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [ ] LOC			46UUNIY5768	07/12/2011	07/12/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			46UUNIY5768	07/12/2011	07/12/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
B	UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE [X] RETENTION $ 10,000			46XHUIY6677	07/12/2011	07/12/2012	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	46WENV6090	07/12/2011	07/12/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	PROFESSIONAL LIABILITY Claims-Made			EONG21673845	07/12/2011	07/12/2012	$5,000,000 Per Claim Limit $5,000,000 Aggregate Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Hidalgo is included as additional insured as respects general liability if required by written contract
REVISED 7-19-11

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas J. Ashley/CANDY

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APPROVED

AI-27571 **41. G. 0.**
CC REGULAR
Meeting Date: 08/02/2011
Submitted For: Marty Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

CAPTION

Acceptance and approval of CORRECTION to Work Authorization No. 2 (with an estimated cost of $135,320.00) as submitted by project engineer, Halff Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.

BACKGROUND

Corrected - WA#2-Halff Assoc Inc
WA#2-Halff on CC-06/22/11
Contract #C-10-340-10-19

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1342-412-00-220-010-0-452
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2011 **ACCT. #:** 1-1336-412-00-220-010-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Corrected-WA#2-Halff
apprvd WA#2-cc-062211
contract C-10-340-10-19-Halff

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/20/2011 02:28 PM
Budget & Management	Merlen P. Munoz	07/20/2011 02:31 PM
Purchasing Department	Marty Salazar	07/20/2011 02:28 PM
Budget & Management	Merlen P. Munoz	07/20/2011 02:31 PM
Rosalinda Cantu		
Auditor's Office		

Form Started By: Letty Saenz Started On: 07/15/2011 02:47 PM

CC Approved on August 02, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 02, 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 Comm. Quintanilla out

2. Pledge of Allegiance All

3. Prayer Monica Badillo

4. Approval of Consent Agenda 10 E 1 & 2, 10m and n pulled

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-27802 Fire Marshal:
   Approval of Hidalgo County Rural Emergency Services Agreement for the year 2012-2013 approved

7. **County Judge's Office:** Rick Alvarez

   A. AI-27808 Discussion regarding proposed Public Hearings pertaining to new county precinct boundaries

8. **Sheriff's Office - ~~Chief Martinez:~~** Capt Espinosa

   A. AI-27733 Presentation for discussion, consideration and approval to accept three car booster seats and three car convertible car seats donated from the law firm of Perdue, Brandon, Fielder, Collins and Mott LLP in Association with the Law Offices of John David Franz. approved

9. **Tax Office - Armando Barrera:**

   A. AI-27735 Approval of Annual Report for July 1st, 2010 through June 30th, 2011. report

10. Health & Human Services Department - Eddie Olivarez:

CC Approved on August 02, 2011

CC Approved on August 02, 2011

Rd Maint.	0020	Heavy Equipment Operator III	$34,167.00
Rd Maint.	0021	Maintenance III	$34,167.00
Rd Maint.	0045	Heavy Equipment Operator III	$26,607.00
Rd Maint.	0047	Truck Driver III	$26,334.00
Rd Maint.	0050	Truck Driver III	$26,000.00
Rd Maint.	0054	Heavy Equipment Operator I	$25,033.00

2. Approval to create the following full-time positions:

Dept.	Slot #	Position Title	Budgeted Salary
Parks	0023	Truck Driver III	$29,458.00
Parks	0024	Traffic Specialist I	$27,276.00
Rd. Maint.	0116	Accounts Payable Specialist I	$28,231.00
Rd. Maint.	0117	Mechanic II	$28,231.00
Rd. Maint.	0118	Traffic Control Supervisor	$37,000.00
Rd. Maint.	0119	Truck Driver II	$27,908.00
Rd. Maint.	0120	Truck Driver III	$29,458.00
Rd. Maint.	0121	Truck Driver II	$27,908.00
Rd. Maint.	0122	Heavy Equipment Operator III	$33,582.00

3. Approval of interdepartmental transfer.
4. Approval of revised salary schedules.

B. **AI-27772** Requesting approval to rename road on the east side of FM 88, across from Antonio St. and North of Mile 17 1/2 to Ramos SR for 9-1-1 Purposes Only.

approved

18. Precinct #3 - Comm. Flores:

A. **AI-27674** Requesting approval to reinstate Change Account Fund For Anzaldua's Park.

approved

19. **Precinct #4 - Comm. J. Palacios:**

A. **AI-27804** Approval to appoint member to the Emergency Services District #3 Board.

approved

Kant Burns out of Edinburg, Texas

20. **Budget & Management - Sergio Cruz:**

A. **AI-27810** Consideration and approval of an Order imposing optional local fees in addition to the registration fee for calendar year 2012 in accordance with Transportation Code Section 502.172, Section 502.1725 and Section 502.173.

approved

B. **AI-27712** Approval to pay Invoice# 1107-10-109 from Appriss in the amount of $30,710.00 for VINE Maintenance Fee after review, audit, and processing procedures are completed by County Auditor.

approved

C. **Budget Appropriations:**

1. **AI-27739** Pct. #3 R&B (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for revenues received by Golf View Estates Property Owner Inc. for road improvements of Golf View Estates Phase I and Phase II.

approved

b. Approval of 2011 appropriation of funds into Precinct #3 Golf View Estates Phase I & Phase II in the amount of $50,397.81 to fund road improvements of Golf View Estates Phase I and Phase II.

approved

21. **Purchasing Department - Marty Salazar:**
Notes:

CC Approved on August 02, 2011

CC Approved on August 02, 2011

Professional Services Contracts" with to modified qualifications, requirements and scope of services (i.e., procurement packet) to be developed and drafted by the Purchasing Department for presentation to CC for final approval; or, if desired,

c. Approval to retain the Statements of Qualificationas received for RFQ No. 2011-175-07-20-YZV "Legal Consultant to Assist with Negotiation of Contracts" and continue/proceed with the next step of the procurment process: to select and designate a grading committee to score and grade the SOQs.

no action

9. AI-27722

a. Presentation of the scoring grid (for purposes of CC determination as qualified) of the sole participant, Scan Inc. for the "Substance Abuse Treatment and Primary Care Services for Adolescents" for Hidalgo County. (RFQ No.: 2011-141-06-15-CGA);

approved

b. Requesting authority by Commissioners' Court to designate _____to enter into negotiations with Scan Inc. (ranked as qualified firm) for "Substance Abuse Treatment and Primary Care Services for Adolescents" for Hidalgo County.

approved

B. **Pct. 2**

1. AI-27791

a. Requesting final approval to execute Pipeline Alteration Agreement with Spectra Energy Transmission, LP, for the "El Gato Road."

approved

b. Requesting authority to issue a prepay to Spectra Energy Transmission, LP, as refer in the Pipeline Alteration Agreement in the amount of $25,000.00, for the"El Gato Road," after audit and processing procedures completed with authority for County Treasurer to issue payment/check.

approved

C. **Pct. 4**

1. AI-27571

Acceptance and approval of CORRECTION to Work Authorization No. 2 (with an estimated cost of $135,320.00) as submitted by project engineer, Halff Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.

approved

2. AI-27726

Requesting approval of a professional services agreement with HARVEY L. HEERSSEN d/b/a HLH APPRAISAL SERVICES for the purposes of "Review of Appraisal Services" (on an as needed basis) for projects located with Hidalgo County Precinct No. 4 and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 06/14/11).

approved

D. Colonia Access Program Pct. 2

1. AI-27699

Requesting acceptance and approval of:

a. Application for Payment No. 3 (Retainage Release) in the amount of $20,218.84;

approved

b. "Certificate of Construction Completion" reflecting the completion date of April 20, 2011;from OG Construction Co., LLC for Mesquite Acres Subdivision as reviewed and submitted by project engineer DOS Logistics Inc. (C-CAP-10-309-09-21).

approved

E. Colonia Access Program Pct. 3

1. AI-27666

Requesting acceptance and approval of:

a. Application for Payment No. 2 (Retainage Release) in the amount of $17,946.08;

b. "Certificate of Construction Completion" reflecting the completion date of June 08, 2011; from M. J. A. Construction, LLC for Basham No. 14 Subdivision as reviewed and submitted by project engineer Javier Hinojosa Engineering (C-CAP-10-396-02-22).

approved

CC Approved on August 02, 2011

HIDALGO COUNTY

Professional Engineering Services

Contract # C-10-340-10-19

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, HALFF ASSOCIATES, INC., professional engineers of McALLEN, TEXAS, hereinafter called the "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Various design services to allow for life safety improvements at the Hidalgo County Courthouse.

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 $132,330.00 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 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. 1-1342-412-00-930-010-0-452 / 1-1336-412-00-220-010-0-431

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 #4,** Commissioner Joseph Palacios and/or Valde Guerra, Executive Officer (P.O.C.) as to content and detail of this **Work Authorization.**

HIDALGO COUNTY PRECINCT # 4

By: Joseph Palacios

Joseph Palacios, Commissioner

HIDALGO COUNTY

By: _____

Valde Guerra, Executive Officer (P.O.C)

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 06/21/2011 as indicated below and effective as of 21 day of June, 2011.

THE ENGINEER:
HALFF ASSOICATES, INC.

By: _____

Menton J. Murray, III, PE, LEED AP

THE OWNER:
HIDALGO COUNTY

By: _____

Hon. Ramon Garcia, County Judge

Approved by Commissioners' Court on 6-21-11 RG

ATTEST: Arturo Guajardo Jr.

By: _____

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

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(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 Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT "B"

Services to be provided by the Engineer

Halff Associates is pleased to submit this task order proposal under our existing Professional Services Agreement (C-10-340-10-19) with Hidalgo County for Building Repairs and/or Renovations to County Owned Buildings for projects located within Precinct 4. Specifically, this proposal is for the A/E design services necessary to produce construction documents for various life safety improvements to the existing Hidalgo County Courthouse facility (including Annex). We have attended two different meetings to discuss the scope of work. We have also toured the site to refine the scope of work and identify field conditions. We have obtained sub-consultant proposals for portions of the work and have included those for your reference. As such, I understand the following scope of work:

Life Safety Improvements – 1 (Refer to Reed FPE Proposal):

1. Design and specification of a new automatic sprinkler system.
2. Design and specification of a new fire alarm system.
3. Life safety egress evaluation and proposed solutions

Life Safety Improvements – 2 (Halff Associates):

1. Design and specification of an emergency fire egress stairway serving the fourth and fifth levels.

Building Envelop and Interiors (Halff Associates):

1. Design of roofing modifications to facilitate fire stair.
2. Design of exterior wall modifications to facilitate fire stair.
3. Design of areas of refuge as required at fire stair.
4. Design of any interior wall systems to accommodate new life safety infrastructure
5. Design of interior finish systems to accommodate new life safety infrastructure.
6. Field measurements and model creation for Annex Building and Sallyport.

Structural (Halff Associates):

1. Design of any new structural elements to accommodate installation of fire stair.

HVAC:

1. None

Plumbing

1. None

Electrical (Halff Associates):

1. Review and assessment of existing electrical service entrance, specifically the normal and emergency branches that serve existing emergency service equipment.
2. Design of new emergency power system to accommodate new fire sprinkler pump and accommodations to modify existing service modification of current emergency service.

Survey (Halff Associates):

1. Topographic survey of the building and adjacent area as defined by Closer Blvd., McIntyre St., 10th St., and Cano St., inclusive of site improvements and utilities.

Civil (Halff Associates):

1. Design of utility improvements and reconstruction of site amenities demolished by installation of new utilities.

.

Bid Phase Service:

General:

1. Clarification of any items as needed from Proposers during project bidding.
2. Pre-bid Meeting and walk-through.
3. Evaluation of proposals.

.

Construction Phase Service:

General:

1. Monthly site observations during construction with observation reports.
2. Evaluation of contractor's pay applications.
3. Response to any contractor RFI's.
4. Review of submittals.
5. Final punch list report.
6. Back punch list.

Asbestos-Related Services – Site Survey (Halff Associates):

1. Comprehensive ACM Assessment.

Asbestos-Related Services – Design and Monitoring (Halff Associates):

1. Operations and Maintenance Plan.
2. Asbestos Abatement Plan.
3. Asbestos Abatement Oversight (Air Monitoring).

Exclusions:

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense.

I look forward to getting this project started. Please let me know if there is anything else needed from me to process a work order for this project. Should you have any questions or concerns, don't' hesitate to contact me.

Attachments:

1. Reed FPE Proposal
2. Halff Internal (Asbestos) Proposals (2)

REED FIRE PROTECTION ENGINEERING

THE EXPERTS IN FIRE/LIFE SAFETY SOLUTIONS

June 3, 2011

Mr. Phillip Applebaum P E
Vice President
Halff Associates Inc.
1201 N Bowser
Richardson, Texas 75081

RE: Fire Protection System Design Services
Hidalgo County Courthouse
Edinburg, Texas

RFPE #2011224(R1)

In accordance with a review of the drawings you provided and conversations with Mr. Trey Murray, we are pleased to provide you with our revised proposal to provide fire protection design services.

The proposal outlines the scope of service necessary to provide construction documents for the new automatic sprinkler systems and replacement of the existing fire alarm systems in the subject building. We have included a review of the life safety issues provided in the report and comments on those. We have added the Annex Building to the scope of services outlined in the proposal.

Please review the attached information and if you have any questions, please call. Return one signed copy to our office and retain one signed copy for your files. We will begin work after we receive the signed copy from your office.

We look forward to working with you to complete this project.

Regards,

Albert W Reed P E
President
Reed Fire Protection Engineering, LLC

REED FIRE PROTECTION ENGINEERING

THE EXPERTS IN FIRE/LIFE SAFETY SOLUTIONS

June 3, 2011

Mr. Phillip Applebaum P E
Vice President
Halff Associates Inc.
1201 N Bowser
Richardson, Texas 75081

RE: Fire Protection System Design Services
Hidalgo County Courthouse
Edinburg, Texas

RFPE #2011224(R1)

It is our understanding that your office requires construction documents for the automatic sprinkler system in to the subject building. The existing building has four (4) areas. Area A is three (3) stories with a basement. Area B is five (5) stories. Area C is two (2) stories. Area D is one story. The original building was constructed in 1959. The courthouse includes an adjacent 8,000 ft^2 Annex Building which is connected to the main building by a covered walk. The building has an older fire alarm system which should be replaced and will require modifications when the monitoring of the sprinkler system is added.

The building has been evaluated by an architecture firm. It's report identifies code violations with life safety systems and means of egress. Your office desires an evaluation of these items to determine alternative solutions.

Your office desires construction documents for the automatic sprinkler system and fire alarm system which are necessary to supervise the automatic sprinkler system.

I. BASIC SERVICES

Reed Fire Protection Engineering (RFPE) and HALFF ASSOCIATES (client) have agreed that RFPE will provide the following services to the client:

AUTOMATIC SPRINKLER SYSTEM

1. Obtain electronic copies in AutoCAD format of the building floor plans,

sections and reflected ceiling plans from your office. Obtain copies of any mechanical, structural, civil, etc. drawings as well.

2. Visit the site in Edinburg, Texas to verify accuracy of existing building floor plans. Gather data and determine locations for sprinklers, pipes, etc. While at the site, obtain water flow data from the City of Edinburg or witness a flow test if necessary.

3. While at the site, observe the condition of the existing fire alarm control panel and verify its capacity to accept the additional supervisory devices for the automatic sprinkler system.

4. Prepare preliminary water supply calculations for the proposed facility. The analysis will determine estimated water supply requirements for the sprinkler systems.

5. Prepare complete construction documents for the automatic sprinkler system. The drawings will include:

   a. Hazard classifications
   b. Water supply information
   c. Riser detail
   d. Pipe routing and sizes
   e. Sprinkler locations and types.
   f. Hydraulic calculations.
   g. Necessary details.
   h. Specifications in CSI format.

6. Meet with the City of Edinburg Fire Department to obtain preliminary approval for our design and obtain their comments. Revise the documents based on comments received.

7. Attend two (2) meetings with your office in McAllen, Texas to review the proposed design and obtain your comments. Revise the drawings based on comments received.

8. Submit one hard copy and one electronic copy of the information to your office for inclusion in the bid package. The drawings will be sealed by a fire protection engineer. **No additional design work will be necessary for a prospective installing contractor to prepare his bid.**

FIRE ALARM SYSTEM

1. Prepare complete construction documents for the modifications to the fire alarm system. The drawings will include:

a. Control panel location.
b. Additional device locations
c. Necessary details.
d. Sequence of operation.
e. Specifications in CSI format.
f. Interfaces to other building systems.
g. Demolition of any existing devices which are not compatible with the new fire alarm system.

2. Submit one hard copy and one electronic copy of the information to your office for inclusion in the submittal to your client. The drawings will be sealed by a fire protection engineer. No additional design work will be necessary for a prospective installing contractor to prepare his bid.

3. Attend meetings and provide drawings in the same manner as in the AUTOMATIC SPRINKLER SYSTEM section.

LIFE SAFETY EVALUATION

1. While conducting the site visit to gather data for the automatic sprinkler and fire alarm system designs, walk through the buildings to identify the life safety items contained in the architect's evaluation report.

2. Prepare a letter and drawings which show the location of the item and any proposed solutions for that item.

3. While attending the meetings for the design of the automatic sprinkler and fire alarm systems, discuss any life safety items which may be included in the project and assist your office with drawing preparation.

CONSTRUCTION PERIOD SERVICES

1. Review the contractor's shop drawings for the automatic sprinkler system and the modifications to the fire alarm system. Prepare letters listing items which require correction. Four (4) reviews are included – two (2) each for the fire alarm and sprinkler systems.

2. Answer RFI's from the installing contractor during construction. Maximum of twelve (12) hours are allocated for this item.

4. During construction, visit the site to observe the progress of the installation. Prepare a letter summarizing progress and listing items which must be corrected.

5. When the installation is substantially complete, visit the site to observe the installation of the automatic sprinkler system. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.

6. When the installation is substantially complete, visit the site to observe the installation of the modifications to the fire alarm system. Witness a functional test of the devices added to the fire alarm system to verify proper operation. Prepare a punch list letter listing items which must be completed before the system is accepted by the County.

II. PROPOSAL ASSUMPTIONS

1. Preparation of the budgetary cost projections are excluded from this proposal.

2. **Drawings and specifications will bear the seal of a registered fire protection engineer.**

3. **Your office will provide contractual conditions for the bid package.**

4. Your office will furnish RFPE with electronic copies of existing floor plans and reflected ceiling plans and copies of mechanical, electrical, structural and civil drawings for our use in preparing our design.

6. Attendance at meetings other than those outlined are excluded.

7. Services not listed in Basic Services above are specifically excluded from the scope of RFPE services. RFPE assumes no responsibility to perform services not listed in Basic Services above.

III. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, calculations, specifications, reports, computer programs, operational and design data and all other documents produced by RFPE in connection with this project shall be confidential. They shall remain the property of RFPE whether the project is completed or not. HALFF ASSOCIATES shall not have or acquire any title to or ownership rights in any of the documents prepared by RFPE.

Once payment in full is received by RFPE in accordance with the PAYMENT section of this agreement, HALFF ASSOCIATES shall be permitted to retain printed copies of the documents for information and reference only. HALFF ASSOCIATES shall not use the documents on any other project, for additions to

this project, for completion of this project by others or for any other purpose for which the documents were not specifically prepared.

HALFF ASSOCIATES shall obtain written consent from RFPE for use of these documents, and shall appropriately compensate RFPE for their use.

IV. CONFIDENTIALITY

Unless compelled by law, including duly issued subpoena or court order, required by government agency or authority, or requested by HALFF ASSOCIATES to do so, RFPE agrees it will not convey to others any proprietary information, knowledge data or property concerning the business or affairs of HALFF ASSOCIATES or its affiliates. RFPE will limit access by its employees to all information referred to above.

Any information, design concept, procedure or material provided by RFPE which RFPE identifies as confidential to HALFF ASSOCIATES shall not be released by HALFF ASSOCIATES or its employees to any other parties under any circumstances.

V. INDEMNITY

HALFF ASSOCIATES shall indemnify and hold RFPE harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees arising out of or resulting from unauthorized use of the documents.

To the fullest extent permitted by law, Reed Fire Protection Engineering (RFPE) agrees to indemnify and hold HALFF ASSOCIATES harmless from and against any liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence caused by RFPE in the performance of services outlined in this agreement.

RFPE services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site, or in the same circumstances or conditions. RFPE makes no warranty, express or implied, with respect to the services outlined in this agreement.

VI. PROFESSIONAL FEE

The fee for basic services will be a lump sum as listed below, depending on the scope of service. All fees include reimbursable expenses. The fee for basic services does not include additional services described in this proposal.

(1) AUTOMATIC SPRINKLER SYSTEM –	$23,380.00
(2) FIRE ALARM SYSTEM –	$12,990.00
(3) LIFE SAFETY EVALUATION –	$ 3,470.00
(4) TOTAL FEE -	$39,840.00

All fees include shop drawing review and RFI response.

Since the number of site visits is not known at this time, site visits will be provided at a lump sum fee of $1,495.00 per one day site visit.

VII. REIMBURSABLE EXPENSES

Reimbursable expenses authorized by your office are included in basic services and are in addition to fees for additional services. The following are examples of additional reimbursable expenses:

Automobile mileage at $0.51 per mile
Express delivery and courier service
Travel Expenses
Reproduction Expenses

VIII. ADDITIONAL SERVICES

If agreed to in writing by the client and Reed Fire Protection Engineering, RFPE will provide additional services. Additional services are not included as part of the Scope of Basic Services and shall be paid for by the client in addition to payment for basic services. Payment shall be in accordance with the terms listed in Section IX, Compensation and Payment, or as agreed to in writing by the client and RFPE. Additional Services will be billed at the hourly rates listed below. These services could include additional meetings, additional site visits or changes to the scope of this project.

Additional services will be billed at the hourly rates **listed below**. These services could include additional meetings, additional site visits or changes to the scope of this project.

President	$150.00 per hour
Fire Protection Engineer	$125.00 per hour
Senior Designer	$100.00 per hour
Designer	$ 85.00 per hour
CAD Operator	$ 60.00 per hour
Clerical	$ 50.00 per hour

IX. COMPENSATION AND PAYMENT

As full consideration of the performance of the Scope of Services described here, HALFF ASSOCIATES shall pay Reed Fire Protection Engineering the compensation provided above in accordance with applicable charges and conditions.

Reed Fire Protection Engineering shall submit progress Invoices to HALFF ASSOCIATES showing the services performed during the Invoice period and the charges incurred in the performance of said services. Invoices are to be submitted monthly, or at the end of the project, whichever occurs sooner to

HALFF ASSOCIATES
1201 N Bowser
Richardson, Texas 75081

HALFF ASSOCIATES shall pay the full amount of the invoice within thirty (30) days of receipt of payment for services from HALFF ASSOCIATES client. Full amount of invoice shall be paid in a maximum of sixty (60) days. If, however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall so notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the Invoice not in dispute within five (5) days of receipt of invoice from client. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

X. INSURANCE

A. COVERAGE

During the term of this agreement, RFPE agrees to provide evidence of insurance coverage as shown on the attached Master Insurance Certificate.

RFPE agrees to maintain professional liability insurance for the period of design and construction of this project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the fire protection engineers practicing in Texas are able to obtain such coverage.

B. WAIVER OF SUBROGATION

RFPE and HALFF ASSOCIATES waive all rights against each other and against the contractors, consultants and employees of the other to the extent that the damages sustained by either party are covered by insurance.

XI. TERMS

A. INVOICES

Invoices will be issued monthly based on services performed during that month. Payment is due within thirty (30) days of invoice date.

If however, HALFF ASSOCIATES objects to all or any portion of the Invoice, HALFF ASSOCIATES shall notify RFPE in writing of same within ten (10) days from date of receipt of Invoice and shall pay the portion of the invoice not in dispute within thirty (30) days of receipt of invoice to RFPE. HALFF ASSOCIATES and RFPE shall immediately make every effort to settle the disputed portion of the Invoice.

B. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits associated with this work, HALFF ASSOCIATES agrees within the extent permitted by law, to limit the liability of RFPE and it's representatives so that total aggregate liability does not exceed **$25,000.00** or the total fee associated with this work, whichever is greater.

C. TERMINATION

In the event of termination of this agreement by either party, HALFF ASSOCIATES shall within fifteen (15) calendar days of termination, pay RFPE for all services rendered and all reimbursable costs incurred up to the date of termination. Payment shall be in accordance with the PAYMENT section of this agreement.

HALFF ASSOCIATES may terminate this agreement without cause by giving RFPE at least seven (7) calendar days written notice.

Either HALFF ASSOCIATES or RFPE may terminate this agreement for cause by giving the other party at least seven (7) calendar days written notice. The agreement may be terminated for any of the following reasons:

a. Failure by the other party to perform in accordance with the terms of this agreement. The failure to perform shall not be caused by actions of the terminating party.

b. Transfer of the project or assignment of this agreement without prior written consent of the other party.
c. Suspension of the project or RFPE's services by HALFF ASSOCIATES for a period of more than ninety (90) calendar days, either consecutively or total during the length of this agreement.
d. Changes in the conditions of this agreement as outlined. These can include changes to the scope of service, changes to the nature of the project, or failure of the parties to agree on the compensation or schedule adjustments necessitated by such changes.

HALFF ASSOCIATES failure to make payment to RFPE in accordance with payment terms of this proposal shall constitute a material breach of this agreement and shall be cause for termination or suspension of services. When full payment is received by RFPE, RFPE shall resume services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

In the event of any termination that is not requested by RFPE, HALFF ASSOCIATES shall pay RFPE for all expenses incurred by RFPE due to the termination of this agreement. These shall include, but not be limited to, demobilization, reassignment of personnel, associated overhead costs and expenses directly connected to the termination. These payments shall be in addition to payments for services rendered and reimbursable expenses.

D. SUSPENSION OF SERVICES

If services performed by RFPE are suspended by HALFF ASSOCIATES for more than thirty (30) calendar days total during the term of this agreement, RFPE shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice to suspend services. In addition, upon resumption of services, HALFF ASSOCIATES shall compensate RFPE for the expenses incurred for resumption of services. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

Suspension by HALFF ASSOCIATES of the services performed by RFPE for more than ninety (90) days total during the term of this agreement shall allow RFPE to terminate this agreement by giving HALFF ASSOCIATES at least five (5) days written notice. RFPE shall have no liability to HALFF ASSOCIATES, and HALFF ASSOCIATES agrees to make no claim for any delay or damage caused by any breach of this agreement resulting from actions of HALFF ASSOCIATES. Once the reason for the breach which caused services to be suspended is resolved, RFPE shall resume services if full payment for services performed before the suspension has been received. The project schedule and schedule for payment of fees shall be adjusted by written agreement of both parties before services resume.

E. DISPUTE RESOLUTION

1. MEDIATION

Prior to the initiation of litigation, both parties agree to submit all claims, disputes or controversies resulting from the application, interpretation or enforcement of this agreement to non-binding mediation. Both parties shall agree on the mediator.

The party seeking mediation shall notify the other party in writing. This provision shall survive this agreement, but shall not extend beyond the time allowed for initiation of litigation.

2. LITIGATION

In the event of any litigation arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees and all other related expenses resulting from the litigation. In the event of a settlement of the dispute between the parties by mediation, arbitration or other means, the term prevailing party shall be determined in the same manner as if the dispute resulted in litigation.

Litigation between the parties pertaining to acts or failures to act shall accrue. The applicable statute of limitations shall commence to run not later than the following:

a. Date of substantial completion for acts or failures to act occurring prior to that date.
b. Date of receipt of final payment by RFPE for acts or failures to act occurring after substantial completion.
c. Date of substantial completion of RFPE services, if that date occurs prior to substantial completion of the project.

The earliest of the dates listed above shall take precedence.

Everything under this contract will be interpreted under the Laws for the State of Texas.

3. GENERAL

RFPE reserves the right to ask for references and perform credit checks on clients with which RFPE has not previously done business. These checks can include provision of references for both the company and its principal owners.

This proposal is valid for sixty (60) days from the issue date shown on the first page.

To indicate acceptance of this proposal and authorize initiation of services, please sign and return a copy of this proposal.

SUBMITTED BY:

REED FIRE PROTECTION ENGINEERING

ACCEPTED BY:

HALFF ASSOCIATES

HALFF

June 2, 2011
1008-11-7790

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

Re: Proposal to provide an Operations & Maintenance Plan, asbestos specifications and abatement oversight activities for the Hidalgo County Courthouse Annex Building located at addressed 100 North Closner, Edinburg, Texas

Dear Ms. Saenz:

Halff Associates (Halff) is pleased to submit this proposal for asbestos consulting services for the referenced property. The services will include preparation of plans and specifications for asbestos abatement and abatement oversight of the removal of asbestos containing materials (ACM) identified in Terracon Consultants, Inc. February 11, 2009 asbestos survey report for the referenced property. The asbestos abatement will consist of the removal and proper disposal of the ACM that would be impacted by the installation of the proposed fire suppression system. At the time this proposal was prepared, the plans for the proposed fire suppression system were not available for review and all quantities and time have been estimated and could possibly be revised after review of the final installation plans. In addition, an Operations & Maintenance Plan will be developed for the ACM remaining in the facilities. Oversight services include limited asbestos abatement oversight by a licensed asbestos consultant and a project manager/air monitor on-site for the duration of the asbestos abatement activities.

Operations & Maintenance Plan

An Operations & Maintenance Plan (O&M Plan) will developed by Halff detailing a program of work practices to maintain identified ACM in good condition. The O&M Plan will ensure clean up of asbestos fibers previously released, and prevent further release by minimizing and controlling the disturbance and damage of identified ACM.

Asbestos Abatement

The asbestos abatement activities will be performed by others in accordance with the site specific plans and specifications prepared by Halff for the project. Asbestos abatement for the referenced

property will include the removal of the following asbestos containing materials (ACM), which were identified in the asbestos survey:

Hidalgo County Courthouse

- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material

Annex Building

- ±1,000 square feet of finished sheetrock
- ±250 square feet of resilient floor tile and mastic

Asbestos Abatement Oversight

The licensed asbestos consultant will coordinate with the licensed asbestos project manager to provide oversight of the abatement activities. The licensed asbestos consultant will also prepare a final report, which will include a description of abatement activities, disposal manifests, and results of on-site air monitoring.

The licensed asbestos project manager will be on-site for the duration of the asbestos abatement activities to perform air monitoring, on-site inspections, and to evaluate the work area for compliance with State and Federal asbestos regulations and the abatement design. The project manager will also perform a final visual inspection after the abatement has been completed and conduct clearance testing in accordance with the current Texas Department of State Health Services (TDSHS) regulations. The air samples will be analyzed by Phase Contrast Microscopy (PCM) in accordance with the National Institute of Occupational Safety and Health (NIOSH) Method 7400.

The total costs associated with the above services are estimated not to exceed $31,948.00 and the project will require approximately six weeks (approximately 1 week for abatement activities) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.

TABLE 1
COST ESTIMATE
Professional Services for Abatement specifications/ Oversight
Hidalgo County Courthouse Complex
Edinburg, Texas

Description	Unit Cost	Unit	Quantity	Total Cost
PREPARATION OF PLANS / SPECIFICATIONS / CLOSURE REPORT AND OPERATIONS & MAINTENANCE PLAN				
Consulting Fees				
Project Manager	$ 170	Hour	4	$ 680
Asbestos Consultant	$ 109	Hour	56	$6,104
CAD	$ 80	Hour	12	$ 960
Administrative Assistant	$ 70	Hour	3	$ 210
ODCs	$ 300	Lump	1	$ 300
Subtotal				**$8,254**
OVERSIGHT SERVICES				
Consulting Fees				
Asbestos Consultant	$ 109	Hour	16	$1,744
Asbestos Project Manager	$ 65	Hour	60	$3,900
Travel Expenses – On-Site Project Manager/Consultant	$2,700	Lump	1	$2,700
Subtotal				**$8,344**
Total				**$16,598**

The above proposal is based on the following assumptions:

- The project schedule for abatement is based on six ten hour days.
- Significant changes to the scope of work will not be required.
- ±250 square feet of resilient floor tile and mastic
- ±250 linear feet of thermal system insulation
- ±100 square feet of roofing material
- ±1,000 square feet of finished sheetrock
- ± 250 square feet of resilient floor tile and mastic
- The abatement contractor will be hired directly by Hidalgo County.
- Contractor fees are estimated to be $15,000.00
- TDSHS Notification fees are estimated to be $350.00

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.
Thank you for your consideration of Halff.

Sincerely,

HALFF ASSOCIATES

Al Brunson

Al Brunson
Licensed Asbestos Consultant No. 105645

HALFF

June 2, 2011
1008-11-7790

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

Re: Proposal to perform a Comprehensive Assessment for Asbestos-Containing Materials for the Hidalgo County Courthouse Complex addressed 100 North Closner, Edinburg, Texas

Dear Ms. Saenz:

Halff Associates (Halff) is pleased to submit the following cost estimate to perform an assessment for Asbestos Containing Materials (ACM) for the above referenced properties. It is understood that the Hidalgo County Courthouse Complex includes the Hidalgo County Courthouse and the Annex Building. This proposal includes the proposed scope of services, project deliverables, and project costs.

Assessment for Asbestos Containing Materials

An asbestos inspector, licensed by the TDSHS, will visually assess the subject property to determine areas likely to contain ACM. Field drawings and photographs will be prepared that detail the location, condition, and quantities of the suspected ACM. Bulk samples of suspected ACM will be collected in accordance with TDSHS sampling protocol. The suspected materials will be analyzed by an asbestos bulk laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), using Polarized Light Microscopy (PLM), in accordance with Environmental Protection Agency (EPA) methodology. The laboratory report will be combined with field notes and observations to determine approximate quantities of ACM present.

Halff's sampling will not include materials such as concrete flooring, wooden or metal doors, and/or hidden inaccessible components. Halff will perform destructive sampling to a certain degree in a reasonable effort to identify suspect ACM. However, hidden materials or materials beyond reasonable access to the inspectors during the site visit (materials beneath carpet, above ceilings, within walls/crawl spaces, etc.) may not be evaluated as part of the survey. Halff will conduct a visual and physical assessment of each identified homogeneous area of suspect ACM to assess the friability and condition of the materials. Building materials identified as concrete, glass, wood, masonry, metal or rubber are not considered suspect ACM and, therefore, will not be sampled. Based on results of the visual observations, bulk samples of suspect materials will be collected from each homogeneous area by a State of Texas Licensed Asbestos Inspector in general conformance with protocols established by EPA regulation 40 CFR 763 (AHERA) and the Texas Asbestos Health Protection Rules.

Asbestos Survey Report

A detailed survey/letter report will be prepared for the structure included in this project, describing the area(s) and condition of the building materials that will be affected. The report will explain the inspection and sampling procedures and discuss the results. The report will include photographs, drawings showing material sample locations, areas, and approximate quantities of materials.

The total costs associated with the above services are estimated not to exceed $16,392.00 and the project will require approximately 30 days (approximately 2 weeks for a verbal report and 2 weeks for a written report) to complete. Halff will be compensated for all services on a time and materials basis. Labor will be billed at 2.3 times salary cost and direct costs will be billed at 1.1 times actual cost. We will not incur costs or expenses for services beyond this amount without receiving prior authorization from Hidalgo County officials. It has been assumed that no more than 250 building material samples will be collected for the analysis of asbestos content. It has also been assumed that an electronic version of the building plans are available and will be provided and that the structures will be accessible for sampling activities and during normal business hours. A summary of the effort to complete the asbestos survey for the referenced property is presented in Table 1.

TABLE 1 - PROJECT COSTS

Hidalgo County Courthouse Complex Edinburg, Texas				
Project Detail	**Project Cost Description**	**Unit Cost**	**Qty**	**Cost**
Asbestos Consultant	Labor, Licensed Consultant to perform asbestos assessment and survey	$109.00/hour	32	$ 3,488
Asbestos Inspector	Labor, Licensed Inspector to perform asbestos assessment and survey	$75.00/hour	32	$ 2,400
Laboratory Analysis	Asbestos – Laboratory analysis of bulk samples for asbestos content by PLM (24hr TAT)	$11.00/Sample	250	$ 2,750
Asbestos Report	Licensed Asbestos Consultant CAD Administrative Assistant	$109/hour $80/hour $50/hour	24 24 4	$ 2,616 $ 1,920 $ 200
Travel Expense	Airfare, Lodging, Transportation	Lump		$ 2,178
ODCs		Lump	1	$ 500
Project Manager		$170/hour	2	$ 340
			TOTAL	**$ 16,392**

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services

provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

We hope that you will find the above satisfactory and we appreciate the opportunity to be of service to you.

Halff is a multi-disciplinary engineering firm providing a wide range of services including civil and environmental engineering, planning, and surveying. If I can furnish you with any additional information, please feel free to contact me at (214) 346-6200.

Thank you for your consideration of Halff.

Sincerely,

HALFF ASSOCIATES, INC.

Al Brunson
Environmental Scientist
Asbestos Consultant No. 105645

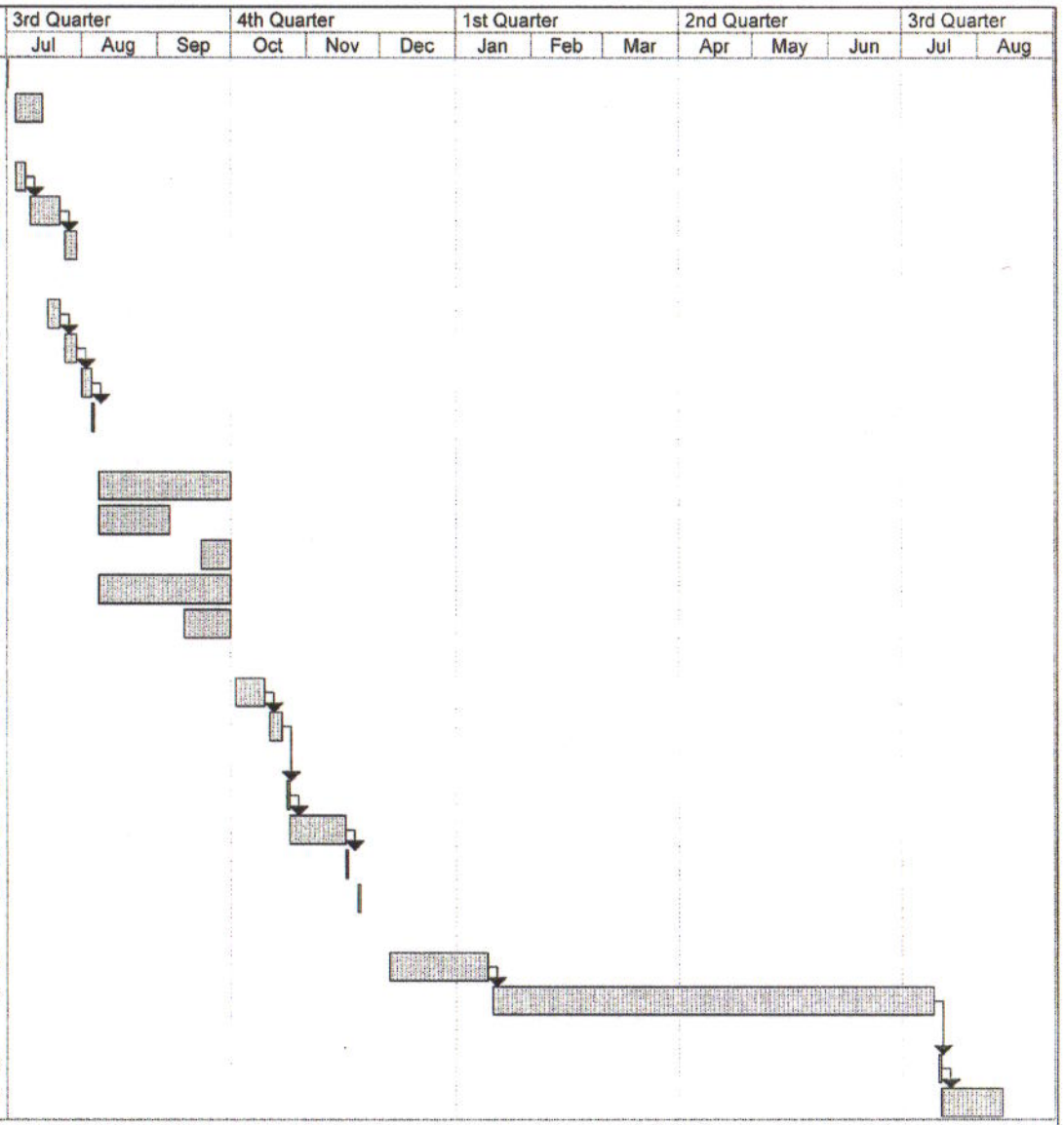
Authorized by: _____ **Date:**_____

EXHIBIT "C"

Work Schedule

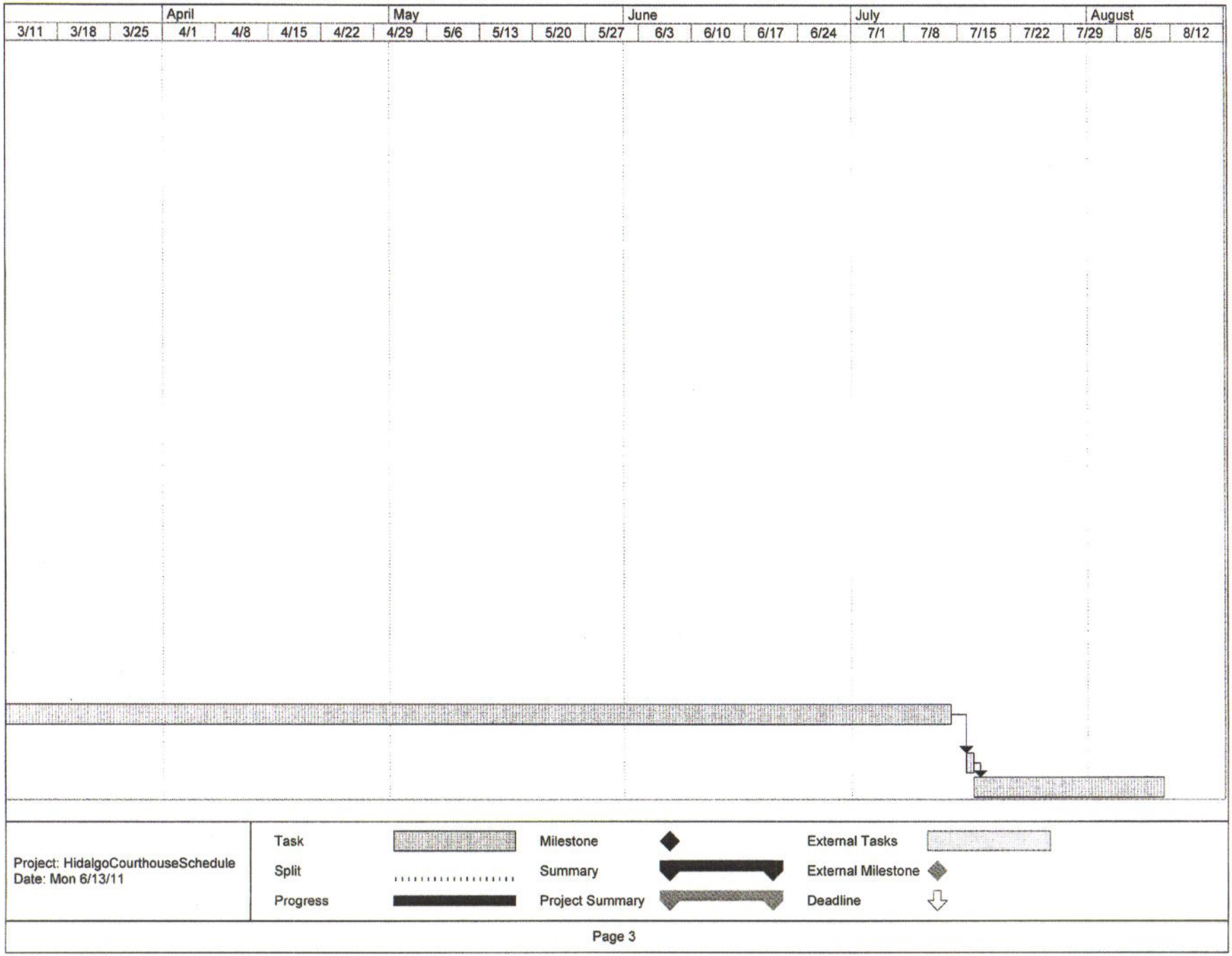
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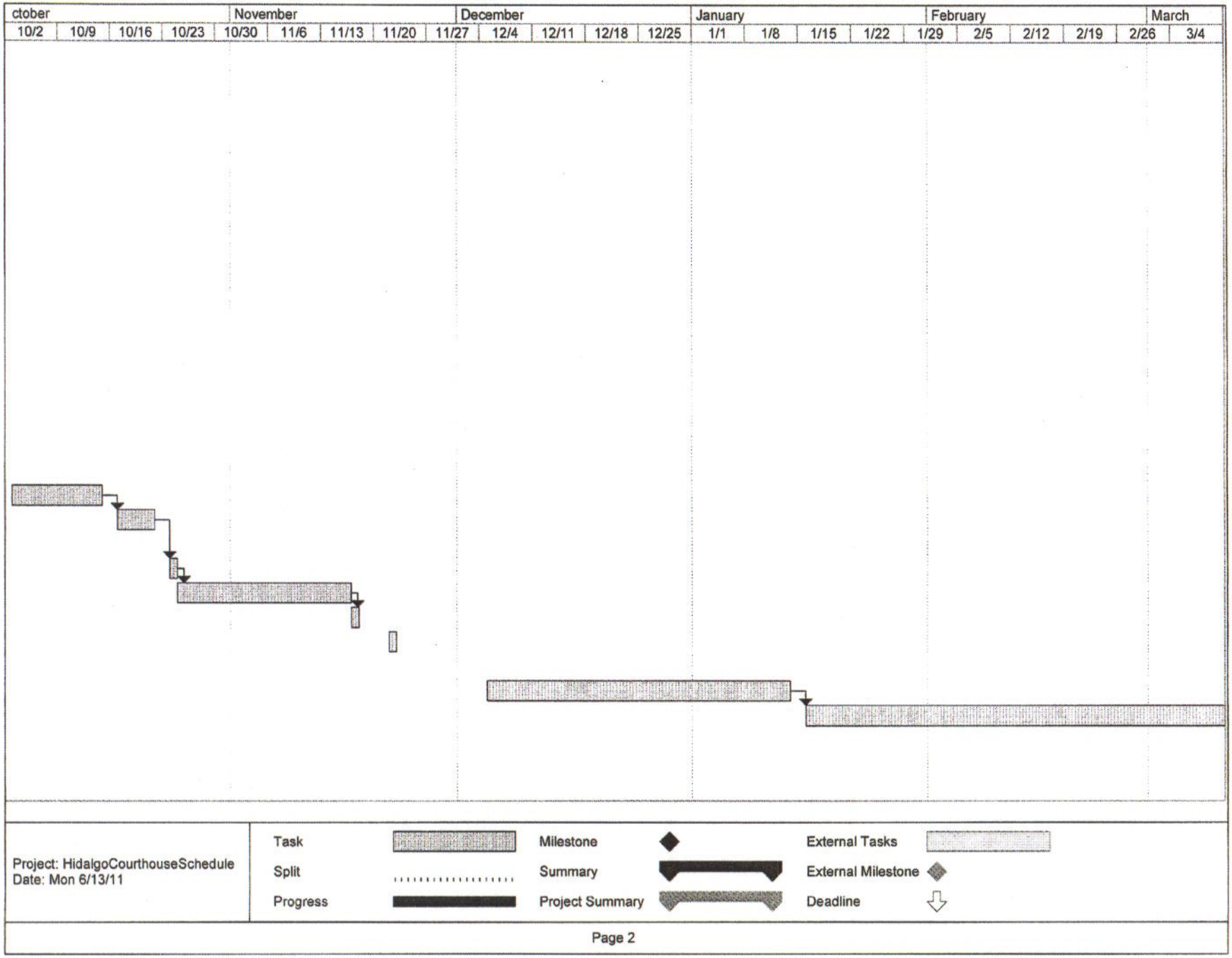
ID	Task Name	Start	Finish
1	NTP	Fri 7/1/11	Fri 7/1/11
2	Site Survey	Tue 7/5/11	Fri 7/15/11
3			
4	Asbestos Fieldwork	Tue 7/5/11	Fri 7/8/11
5	Asbestos Sample Analysis	Mon 7/11/11	Fri 7/22/11
6	Asbestos Survey Report	Mon 7/25/11	Fri 7/29/11
7			
8	Floor Plan Measurements	Mon 7/18/11	Fri 7/22/11
9	Existing Conditions CAD	Mon 7/25/11	Fri 7/29/11
10	Life Safety Inspection	Mon 8/1/11	Thu 8/4/11
11	Owner Progress Review	Fri 8/5/11	Fri 8/5/11
12			
13	Fire SprinklerAlarm Design	Mon 8/8/11	Fri 9/30/11
14	Egress Improvements	Mon 8/8/11	Mon 9/5/11
15	Civil Engineering	Mon 9/19/11	Fri 9/30/11
16	Building Interiors/Fire Stair	Mon 8/8/11	Fri 9/30/11
17	Electrical Engineering	Mon 9/12/11	Fri 9/30/11
18			
19	Asb. Abatement Plans/Specs	Mon 10/3/11	Fri 10/14/11
20	Owner Review/Approval	Mon 10/17/11	Fri 10/21/11
21			
22	Issuance of Plans for Bid	Mon 10/24/11	Mon 10/24/11
23	Proposal Phase	Tue 10/25/11	Wed 11/16/11
24	Receipt of Proposals	Thu 11/17/11	Thu 11/17/11
25	Construction Award	Tue 11/22/11	Tue 11/22/11
26			
27	Abatement and Monitoring	Mon 12/5/11	Fri 1/13/12
28	Construction	Mon 1/16/12	Fri 7/13/12
29			
30	Substantial Completion	Mon 7/16/12	Mon 7/16/12
31	Final Completion	Tue 7/17/12	Fri 8/10/12



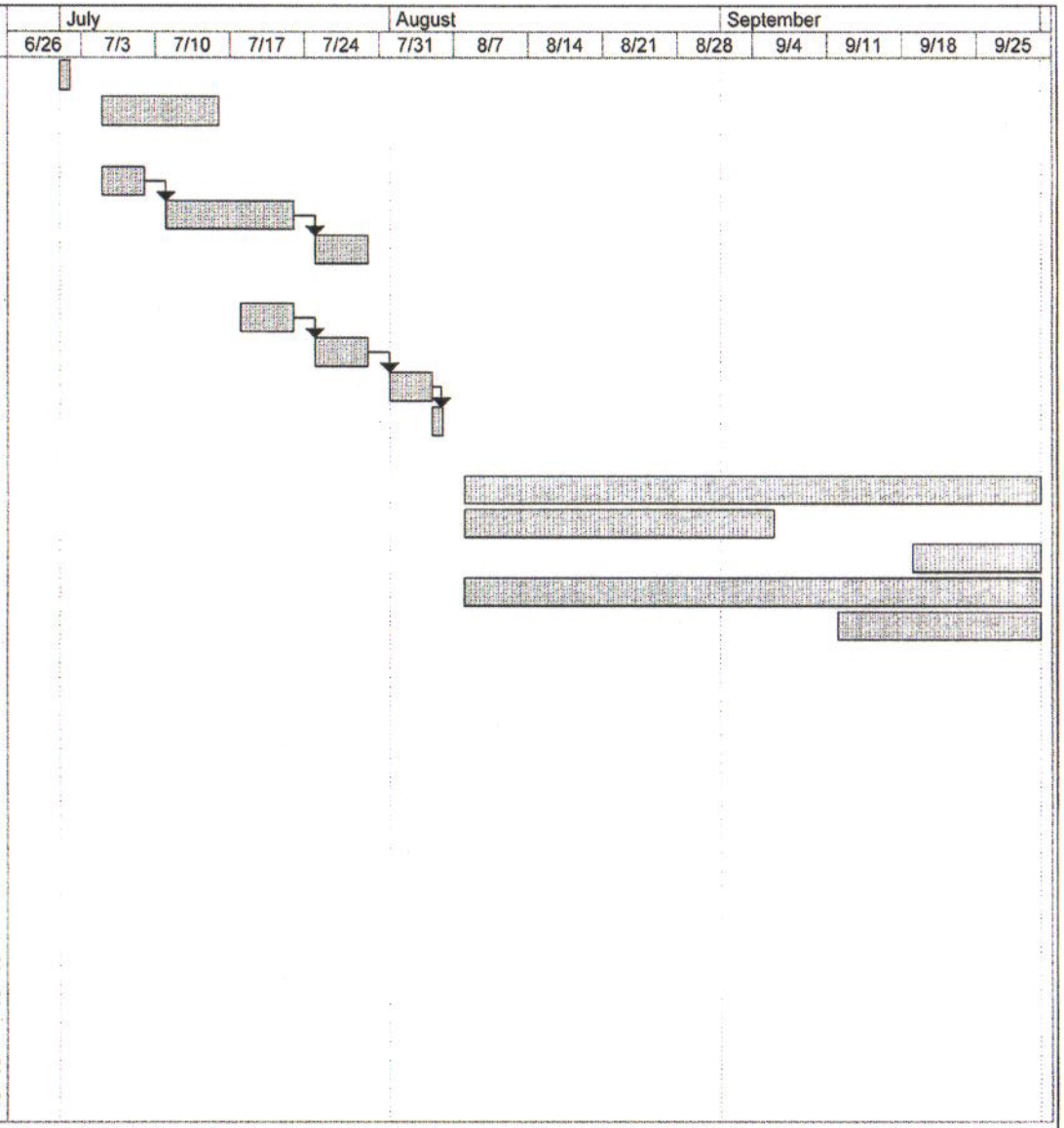
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Date: Mon 6/13/11

Task
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Project Summary
External Tasks
External Milestone
Deadline


April
May
June
July
August
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Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11
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Summary
Project Summary
External Tasks
External Milestone
Deadline


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2/5
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2/19
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3/4
Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline
Page 2

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6	Asbestos Survey Report	Mon 7/25/11	Fri 7/29/11
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14	Egress Improvements	Mon 8/8/11	Mon 9/5/11
15	Civil Engineering	Mon 9/19/11	Fri 9/30/11
16	Building Interiors/Fire Stair	Mon 8/8/11	Fri 9/30/11
17	Electrical Engineering	Mon 9/12/11	Fri 9/30/11
18			
19	Asb. Abatement Plans/Specs	Mon 10/3/11	Fri 10/14/11
20	Owner Review/Approval	Mon 10/17/11	Fri 10/21/11
21			
22	Issuance of Plans for Bid	Mon 10/24/11	Mon 10/24/11
23	Proposal Phase	Tue 10/25/11	Wed 11/16/11
24	Receipt of Proposals	Thu 11/17/11	Thu 11/17/11
25	Construction Award	Tue 11/22/11	Tue 11/22/11
26			
27	Abatement and Monitoring	Mon 12/5/11	Fri 1/13/12
28	Construction	Mon 1/16/12	Fri 7/13/12
29			
30	Substantial Completion	Mon 7/16/12	Mon 7/16/12
31	Final Completion	Tue 7/17/12	Fri 8/10/12



Project: HidalgoCourthouseSchedule
Date: Mon 6/13/11

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

EXHIBIT "D"
COST PROPOSAL

Various Design Services Life Safety Improvements Hidalgo County Courthouses

Professional Fee:

Survey for Design (with Topo)	$5,000
Civil Engineering	$2,000
Building Env/Inter + Life Safety Improvements -2	$19,000
Structural Engineering:	$2,000
Electrical Engineering	$15,000
Life Safety Improvements – 1	$39,840
Asbestos – Site Survey	$16,392
Asbestos – Design and Monitoring	$16,598
Project Specifications and Bid Documents	$4,500
Bid Phase Service	$3,000
Construction Phase Service	$9,000
Total Fee (as listed):	**$132,330**

Exclusions:

1. ADA/TAS registration and fees.
2. Telecommunications design.
3. Reproduction costs.
4. Reed FPE Travel Expenses (Labor is included)
5. Asbestos Notification Fees

The above listed exclusions can be provided to the County as a reimbursable expense at 1.0 multiplier, this is estimated at $4,700.00.

CC Approved on June 21, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
June 21, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All present

2. **Pledge of Allegiance** All

3. **Prayer**

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"

(1) c/mgn

B. **AI-27125**

approved

Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Pct. 3 Meeting Hall & Pavilion.

(2) c/mgn

C. **AI-27121**

approved

Authority for Executive Officer to sign the Inspection Response Form from Texas Department of Licensing and Regulation - Compliance Division - Architectural Barriers for Improvements to Sunset Park.

D. **AI-27128** Approval to accept a settlement check from TCLC Enterprises, Inc. in the amount of $235.00 to settle property damages to County vehicle. (Sheriff Office)

approved

E. **AI-27122** Approval to accept a settlement check from GEICO Insurance Company in the amount of $566.75 to settle auto accident with County vehicle. (Sheriff Office)

approved

(3)

F. **AI-27154**

all approved

Environmental Compliance:
1. Presentation and Discussion on the 2005 Raba-Kistner Petroleum Storage Tank Compliance Assessment (Pct. 1, 2, 3, 4, and Sheriff's Department Complex)
2. Discussion, Consideration and Approval on establishing an Environmental Committee with representatives from each Precinct, Executive Officer and appropriate departments to implement EPA/TCEQ required regulatory mechanisms. Martha Mena, Raul Silguero, Norma Ceballos, Marcos Lopez, Yolanda Chapa
3. Discussion, Consideration and Approval to:
   a. compile a county-wide database of above-ground storage tanks (AST) and under-ground storage tanks (UST) through visual inspections and data from Fixed-Assets
   b. Initiate TCEQ compliance permits for all county ASTs, USTs and air burners

CC Approved on June 21, 2011

CC Approved on June 21, 2011

A. AI-27069 Approval of clarification of salary for one (1) Technician II positon, slot # 200-001-0030 Grade 6 approved by Comm. Court on 07/13/10.

no action

B. **Budget Appropriations:**

1. AI-27078 Pct. #1 R & B (1200):
Approval of 2011 appropriation of funds for Pct. 1 Administration, program #004, & Road Maintenance, program #005, in the amount of $200,500.00 to fund various operating expenditures.

approved

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**

nothing to report

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:

nothing to report a-c

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

nothing to report

4. AI-27034 a. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extensions with NORMA HERNANDEZ d/b/a CV SERVICES as provided in the current contract for: "Vending Machine Services" for Hidalgo County, under the same rates, terms and conditions (effective: 06/22/11-06/21/12).

no action a-d

b.Discussion and applicable action for Commissioners' Court to entertain the option to offer vendor a payment plan (i.e. promissory note) to collect past due energy reimbursements

c. Other options.

d. Authority to advertise for Vending Machine Services.

approved

e. Option to exercise a 60 day grace period extension as provided under current agreement, with Norma Hernandez d/b/a CV Services.

5. AI-27097

approved

a. Pursuant to Article 14 of the current agreement-C-10-340-10-19, Halff Associates is requesting approval to engage the services of a consultant/sub-contractor (REED Fire Protection Engineering, L.L.C.) with adherence to insurance provisions required by said article;

approved

b. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $135,280.00) as submitted by project engineer, Halff Associates, Inc. to provide engineering servies for Project: "Various Design Services to provide Life Safety Improvements to the Hidalgo County Courthouse (i.e fire alarm & suppression, environmental abatement)"located at 100 N. Closner, Edinburg, Texas, through Contract #C-10-340-10-19.

CC Approved on June 21, 2011

AI-33321 **8. H.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Agaptio Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Presentation for consideration, discussion, acceptance and approval of the following with Asago, LLC dba Asago Construction contracted vendor for Southside Village Subdivision, Pct. No. 2 as submitted through project engineer R. Gutierrez Engineering Corporation (C-CAP-12-048-03-20):
1. Application for payment No. 2 (Final) in the amount of $900.00;
2. Application for payment No. 3 (Retainage Release) in the amount of $6,743.40;
3. "Certificate of Construction Completion" reflecting the completion date of June 26, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-693-1-731

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

BUDGETARY IMPACT:

P.O.# 676134 original amount $69,310.00 - (pending) CO $1,876.00 = $67,434.00

FISCAL YEAR: 2 ACCT. #: 2-1312-206-00-000-029-0-000

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

BUDGETARY IMPACT:

Available balance is $6,643.40 + (pymt #2 $100.00)= $6,743.40

Attachments

app pymnt 2 sthside
app pymnt 3 r rel sthside
cert const compl sthside

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	07/19/2012 09:16 AM
Purchasing Department	Marty Salazar	07/20/2012 11:03 AM
Budget & Management	Merlen P. Munoz	07/23/2012 09:06 AM
Roland Garcia	Rolando Garcia	07/26/2012 03:53 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Marcie Jackson Started On: 07/18/2012 03:23 PM

Final Approval Date: 07/27/2012

APPLICATION FOR PAYMENT NO.2 FINAL

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-CAP-12-048-03-20
Project: South Side Village Subdivision
OWNER's Contract No. C-CAP-12-048-03-20 ENGINEER's Project No. ENG05.012N
For Work accomplished through the date of: 25-Jun-2012

1.	Original Contract Price:		$ 69,310.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (1,876.00)
3.	Current Contract Price (1 plus 2):		$ 67,434.00
4.	Total completed and stored to date:		$ 67,434.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 6,743.40	
	10% of stored material:	$ -	
	Total Retainage:		$ 6,743.40
6.	Total completed and stored to date less retainage (4 minus 5):		$ 60,690.60
7.	Less previous Application for Payments:		$ (59,790.60)
8.	Balance to Finish:		$ -
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 900.00

07/12/2012

REQ.# 216834 P.O.#676134

2-1312-431-00-122-693-1-731→$1,000.00

<-100.00>=$900.00

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL PMT inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 16-Jul-12

Asago Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 13th day of July, 2012

Joe L. Borjas
Notary Public
My Commission expires: 5/24/16

JOE L. BORJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. May. 24, 2016

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 16-Jul-12

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____, P.E.

INVOICE RECEIVED BY: _____ ON 7/18/12
GOODS/SERVICES RECEIVED BY: _____ ON 7/18/12

Asago, LLC dba Asago Construction	Contractor Name
June 4, 2012	Starting Date
August 18, 2012	Project Ending Date
10%	Retainage Percent

Application No:	1
Application Date:	July 16, 2012
Period To:	June 25, 2012
Engineer Firm:	R. Gutierrez Engineering Corporation

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No.1	Payment Application No.2	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080693	South Side Village	$ 69,310.00	$ 67,434.00	$ 66,434.00	$ 1,000.00	$ 67,434.00	$ -	$ 6,743.40	$ 60,690.60	$ 59,790.60	$ 900.00
		$ 69,310.00	$ 67,434.00	$ 66,434.00	$ 1,000.00	$ 67,434.00	$ -	$ 6,743.40	$ 60,690.60	$ 59,790.60	$ 900.00

Asago, LLC DBA Asago Construction	Contractor Name	Application No.:	2 Final
6/4/2012	Starting Date	Application Date:	6/20/2012
8/18/2012	Project Ending Date	Period To:	6/15/2012
South Side Village Subdivision	Engineer's / County Project Description	Engineer's / County Project No.:	ENG05.012N

					Original Schedule Value			Value		First Month			Second Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																
1	310	Asph Matrl (MC-30) Prime Coat	SY	$ 9.00	1,228.0	11,052.00	$ 9.00	1,228.0	11,052.00	1228	0	11,052.00	0	0	-	11,052.00	0.0	0.0
2	340	Asph Conc ACP Surface (TY "D") (1 1/2")	CY	$ 7.00	6,137.0	42,959.00	$ 7.00	6,137.0	42,959.00	6137	0	42,959.00	0	0	-	42,959.00	0.0	0.0
3	400	Cut & Restore Pavement	CY	$ 30.00	65.0	1,950.00	$ 30.00	65.0	1,950.00	65	0	1,950.00	0	0	-	1,950.00	0.0	0.0
4	502	Barricades, Signs and Traffic Handling	SY	$ 45.00	1.0	45.00	$ 45.00	1.0	45.00	1	0	45.00	0	0	-	45.00	0.0	0.0
5	506	Construction Exits (Ty II) (Install)	SY	$ 0.50	168.0	84.00	$ 0.50	168.0	84.00	168	0	84.00	0	0	-	84.00	0.0	0.0
6	506	Construction Exits (Ty II) (Install)	SY	$ 0.50	168.0	84.00	$ 0.50	168.0	84.00	168	0	84.00	0	0	-	84.00	0.0	0.0
7	666	Reflectorized Safety Markers	EA				$ 100.00	10.0	1,000.00				10	10	1,000.00	1,000.00	0.0	0.0
		Total Roadway				**56,174.00**			**57,174.00**			**56,174.00**			**1,000.00**	**57,174.00**	0.0	0.0
		(906) DRAINAGE																
11	164	Cell Fiber Seeding (Temp)(Warm)	LF	$ 0.10	2,876.0	287.60	$ 0.10	(2,876.0)	(287.60)	0	0	-	0	0	-	-	0.0	0.0
12	164	Cell Fiber Seeding (Temp)(Cool	LF	$ 0.10	2,876.0	287.60	$ 0.10	(2,876.0)	(287.60)	0	0	-	0	0	-	-	0.0	0.0
13	164	Cell Fiber Seeding (Perm) (Urban) (Clay)	EA	$ 0.40	5,752.0	2,300.80	$ 0.40	(5,752.0)	(2,300.80)	0	0	-	0	0	-	-	0.0	0.0
14	467	Safety End Treatments (12") (4:1)	EA	$ 650.00	10.0	6,500.00	$ 650.00	10.0	6,500.00	10	0	6,500.00	0	0	-	6,500.00	0.0	0.0
15	506	Temp Sedmt Control Fence (Remove)	EA	$ 1.00	160.0	160.00	$ 1.00	160.0	160.00	160	0	160.00	0	0	-	160.00	0.0	0.0
16	464	12" RCP (CL III)	EA	$ 30.00	120.0	3,600.00	$ 30.00	120.0	3,600.00	120	0	3,600.00	0	0	-	3,600.00	0.0	0.0
		Total Drainage				**13,136.00**			**10,260.00**			**10,260.00**			**-**	**10,260.00**		
		TOTAL BASE AMOUNTS:				**69,310.00**			**67,434.00**			**66,434.00**			**1,000.00**	**67,434.00**	0.0	0.0

Javier Gutierrez
Print Name

7/16/2012
Date

Signature

Contract Time Statement

PAY REQUEST Final CONTRACTOR Asago Construction

PROJECT NO. C-CAP-12-048-03-20 City Alamo, Texas DATE WORK BEGAN 5/29/2012

TIME COMPUTED FROM 6/4/2012 DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS	DAYS CREDITED	REASONS THEREFORE
May	25			Notice to Proceed Issued
	26			
	27			
	28			Mobilization
	29			Work on project
	30			Work on project
	31			Work on project
June	1			Work on project
	2			Weekend (No work done)
	3			Weekend (No work done)
	4	1		**Work on project - Contract Time Starts**
	5	1		Work on project
	6	1		Work on project
	7	1		Work on project
	8	1		Work on project
	9	1		Weekend - Work on project
	10	1		Weekend - Work on project
	11	1		Work on project
	12	1		Work on project (Notice of Substantial Completion Issued by Contractor)
	13			
	14			
	15			
	16			
	17			
	18			
	19			
	20			
	21			
	22			
	23			
	24			
	25			Work on punchlist and finish project
TOTALS		9	0	

NO. OF CONTRACT CALANDER DAYS 75 NO. CALANDER DAYS CHARGED TO DATE 9

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $ TOTAL

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR)

P.E.

PROJECT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

APPLICATION FOR PAYMENT NO. 3 RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-CAP-12-048-03-20
Project: South Side Village Subdivision
OWNER's Contract No. C-CAP-12-048-03-20 ENGINEER's Project No. ENG05.012N
For Work accomplished through the date of: 25-Jun-2012

1.	Original Contract Price:		$ 69,310.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (1,876.00)
3.	Current Contract Price (1 plus 2):		$ 67,434.00
4.	Total completed and stored to date:		$ 67,434.00
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	10% of stored material:	$ -	
	Total Retainage:		$ -
6.	Total completed and stored to date less retainage (4 minus 5):		$ 67,434.00
7.	Less previous Application for Payments:		$ (60,690.60)
8.	Balance to Finish:		$ -
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 6,743.40

07/18/2012

REQ.# 216834 P.O.#676134
2-1312-206-00-000-029-0-000→$6,743.40
SOUTHSIDE VILLAGE-RET. RELEASE

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 16-Jul-12

Asago Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 13th day of July, 2012

Joel L. Borjas
Notary Public
My Commission expires: 5/24/16.

JOE L. BORJAS
Notary Public
STATE OF TEXAS
My Comm. Exp. May. 24, 2016

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 16-Jul-12

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____, P.E.

INVOICE RECEIVED BY: _____ ON 7/18/12
GOODS/SERVICES RECEIVED BY: _____ ON 7/18/12

Asago, LLC dba Asago Construction	Contractor Name
June 4, 2012	Starting Date
August 18, 2012	Project Ending Date
10%	Retainage Percent

Application No:	3 Retainage Release
Application Date:	July 16, 2012
Period To:	June 25, 2012
Engineer Firm:	R. Gutierrez Engineering Corporation

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No.1	Payment Application No.2	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080693	South Side Village	$ 69,310.00	$ 67,434.00	$ 66,434.00	$ 1,000.00	$ 67,434.00	$ -	$ 6,743.40	$ 67,434.00	$ 60,690.60	$ 6,743.40
		$ 69,310.00	$ 67,434.00	$ 66,434.00	$ 1,000.00	$ 67,434.00	$ -	$ 6,743.40	$ 67,434.00	$ 60,690.60	$ 6,743.40

Asago, LLC DBA Asago Construction	Contractor Name	Application No.:	3 Retainage Release
6/4/2012	Starting Date	Application Date:	6/20/2012
8/18/2012	Project Ending Date	Period To:	6/15/2012
South Side Village Subdivision	Engineer's / County Project Description	Engineer's / County Project No.:	ENG05.012N

					Original Schedule Value			Value		First Month			Second Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																
1	310	Asph Matrl (MC-30) Prime Coat	SY	$ 9.00	1,228.0	11,052.00	$ 9.00	1,228.0	11,052.00	1228	0	11,052.00	0	0	-	11,052.00	0.0	0.0
2	340	Asph Conc ACP Surface (TY "D") (1 1/2")	CY	$ 7.00	6,137.0	42,959.00	$ 7.00	6,137.0	42,959.00	6137	0	42,959.00	0	0	-	42,959.00	0.0	0.0
3	400	Cut & Restore Pavement	CY	$ 30.00	65.0	1,950.00	$ 30.00	65.0	1,950.00	65	0	1,950.00	0	0	-	1,950.00	0.0	0.0
4	502	Barricades, Signs and Traffic Handling	SY	$ 45.00	1.0	45.00	$ 45.00	1.0	45.00	1	0	45.00	0	0	-	45.00	0.0	0.0
5	506	Construction Exits (Ty II) (Install)	SY	$ 0.50	168.0	84.00	$ 0.50	168.0	84.00	168	0	84.00	0	0	-	84.00	0.0	0.0
6	506	Construction Exits (Ty II) (Install)	SY	$ 0.50	168.0	84.00	$ 0.50	168.0	84.00	168	0	84.00	0	0	-	84.00	0.0	0.0
7	666	Reflectorized Safety Markers	EA				$ 100.00	10.0	1,000.00				10	10	1,000.00	1,000.00	0.0	0.0
		Total Roadway				**56,174.00**			**57,174.00**			**56,174.00**			**1,000.00**	**57,174.00**	0.0	0.0
		(906) DRAINAGE																
11	164	Cell Fiber Seeding (Temp)(Warm)	LF	$ 0.10	2,876.0	287.60	$ 0.10	(2,876.0)	(287.60)	0	0	-	0	0	-	-	0.0	0.0
12	164	Cell Fiber Seeding (Temp)(Cool	LF	$ 0.10	2,876.0	287.60	$ 0.10	(2,876.0)	(287.60)	0	0	-	0	0	-	-	0.0	0.0
13	164	Cell Fiber Seeding (Perm) (Urban) (Clay)	EA	$ 0.40	5,752.0	2,300.80	$ 0.40	(5,752.0)	(2,300.80)	0	0	-	0	0	-	-	0.0	0.0
14	467	Safety End Treatments (12") (4:1)	EA	$ 650.00	10.0	6,500.00	$ 650.00	10.0	6,500.00	10	0	6,500.00	0	0	-	6,500.00	0.0	0.0
15	506	Temp Sedmt Control Fence (Remove)	EA	$ 1.00	160.0	160.00	$ 1.00	160.0	160.00	160	0	160.00	0	0	-	160.00	0.0	0.0
16	464	12" RCP (CL III)	EA	$ 30.00	120.0	3,600.00	$ 30.00	120.0	3,600.00	120	0	3,600.00	0	0	-	3,600.00	0.0	0.0
		Total Drainage				**13,136.00**			**10,260.00**			**10,260.00**			**-**	**10,260.00**		
		TOTAL BASE AMOUNTS:				**69,310.00**			**67,434.00**			**66,434.00**			**1,000.00**	**67,434.00**	0.0	0.0

Javier Gutierrez
Print Name

7/16/2012
Date



Signature

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 26th DAY OF June 2012 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: March 20, 2012
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Asago LLC, dba Asago Construction
THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Southside Village Subdivision

CONTRACT NO: C-CAP-12-048-03-20
Located in or near the City/Precinct of Precinct No.2

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$69,310.00
Present Amount of Contract	$67,434.00
Total Amount of earned to Date	$67,434.00
Less: previous payments	$60,690.60
Balance	$ 6,743.40
Authorized deductions	$00,000.00
AMOUNTY OF FINAL PAYMENT	$ 6,743.40

6. That the final payment in the amount of Six Thousand Seven Hundred Forty-Three Dollars and Forty Cents ($6,743.40) is now due and payable.

P.E.
Engineer's Signature

CONCURRED BY:

Contractor's Name

By: Raul Iglesias

Title: Member

CONCURRED BY:

City/Precinct

By: _____

Title: _____

AI-33315 **8. I.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 1 in the amount of $76,966.20 from Asago, LLC dba Asago Construction, contracted vendor for Pentecostal Subdivision as submitted by R. Gutierrez Engineering Corporation project engineer (C-CAP-12-047-03-27.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-557-1-731/733

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

BUDGETARY IMPACT:

P.O.#676133 available balance as of 07/26/12.

Attachments

app for pymnt1 pentecostal

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	07/18/2012 04:36 PM
Purchasing Department	Marty Salazar	07/20/2012 11:03 AM
Budget & Management	Merlen P. Munoz	07/23/2012 09:01 AM
Roland Garcia	Rolando Garcia	07/26/2012 03:42 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Marcie Jackson Started On: 07/18/2012 02:16 PM

Final Approval Date: 07/27/2012

APPLICATION FOR PMT #1

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: C-CAP-12-047-03-27
Project: Pentecostal Subdivision
OWNER's Contract No. C-CAP-12-047-03-27 ENGINEER's Project No. ENG05.012D
For Work accomplished through the date of: 30-Jun-2012

1.	Original Contract Price:		$ 179,094.10
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 179,094.10
4.	Total completed and stored to date:		$ 85,518.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 8,551.80	
	10% of stored material:	$ -	
	Total Retainage:		$ 8,551.80
6.	Total completed and stored to date less retainage (4 minus 5):		$ 76,966.20
7.	Less previous Application for Payments:		$ -
8.	Balance to Finish:		$ 93,576.10
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 76,966.20

Acc

REQ.# 216832 P.O.#676133
2-1312-431-00-122-557-1-733→$52,382.00
<-5,238.20>=$47,143.80

0 7/18/2012

REQ.# 216832 P.O.#676133
2-1312-431-00-122-557-1-731→$33,136.00
<-3,313.60>=$29,822.40

COI
The
Work done under the Contract referred to above have been applied on
obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through
PMT #1
inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 9-Jul-12

Asago Construction
CONTRACTOR

By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9th
day of July 2012

Notary Public
My Commission expires: 12/16/15

JAIME JAIMEZ, JR
Notary Public, State of Texas
My Commission Expires
December 16, 2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9-Jul-12

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: P.E.

INVOICE RECEIVED BY:
ON 7/9/12
GOODS/SERVICES RECEIVED BY:
ON 7/9/12

Asago LLC, dba Asago Construction	Contractor Name
June 4, 2012	Starting Date
August 18, 2012	Project Ending Date
10%	Retainage Percent

Application No:	1
Application Date:	July 9, 2012
Period To:	June 30, 2012
Engineer Firm:	R. Gutierrez Engineering Corp.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Payment Application No.1	Payment Application No.2	Payment Application No.3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080557	Pentecostal	$ 179,094.10	$ 85,518.00	$ -	$ -	$ 85,518.00	$ 93,576.10	$ 8,551.80	$ 85,518.00	$ -	$ 76,966.20
		$ 179,094.10	$ 85,518.00	$ -	$ -	$ 85,518.00	$ 93,576.10	$ 8,551.80	$ 85,518.00	$ -	$ 76,966.20

Asago LLC, dba Asago Construction	Contractor Name	Application No.:	1
6/4/2012	Starting Date	Application Date:	7/9/2012
8/18/2012	Project Ending Date	Period To:	6/30/2012
Pentecostal Subdivision	Engineer's / County Project Description	Engineer's/County Project No.:	ENG05.012D

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	110	Excavation (Roadway)	CY	$ 4.00	1898.00	7,592.00	$ -	0.00	0.00	1898.00	0.00	7,592.00	0.00	0.00	0.00	0.00	0.00	0.00	7,592.00	0.00	0.00
2	132	Embankment (Rdwy)(Dens. Cont.)(Ty C)	CY	$ 10.00	8.00	80.00	$ -	0.00	0.00	8.00	0.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	0.00	0.00
3	247	Flexible Base (Compl In Place)(Ty E)(Gr 4)(8")	CY	$ 25.00	920.00	23,000.00	$ -	0.00	0.00	850.00	0.00	21,250.00	0.00	0.00	0.00	0.00	0.00	0.00	21,250.00	1,750.00	1,750.00
4	260	Lime Treated Base (8")	SY	$ 1.00	4104.00	4,104.00	$ -	0.00	0.00	2052.00	0.00	2,052.00	0.00	0.00	0.00	0.00	0.00	0.00	2,052.00	2,052.00	2,052.00
5	260	Lime (TY A or B)	TON	$ 200.00	14.10	2,820.00	$ -	0.00	0.00	7.05	0.00	1,410.00	0.00	0.00	0.00	0.00	0.00	0.00	1,410.00	1,410.00	1,410.00
6	310	Prime Coat (MC-30)	GAL	$ 7.00	728.80	5,101.60	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	5,101.60	5,101.60
7	340	Asph. Conc. Pav TY "D" (1 1/2")	SY	$ 6.00	3644.00	21,864.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	21,864.00	21,864.00
8	502	Barricades, Signs & Traffic Handling	MO	$ 500.00	2.00	1,000.00	$ -	0.00	0.00	1.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	500.00
9	506	Construction Exits (Ty II)(Install)	SY	$ 3.00	84.00	252.00	$ -	0.00	0.00	84.00	0.00	252.00	0.00	0.00	0.00	0.00	0.00	0.00	252.00	0.00	0.00
10	506	Construction Exits (Ty II)(Remove)	SY	$ 1.00	84.00	84.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	84.00	84.00
11	644	Small Roadside Sign Assemblies (Ty A)	EA	$ 400.00	1.00	400.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	400.00	400.00
		Total Roadway				**66,297.60**						**33,136.00**							**33,136.00**	33,161.60	33,161.60
		(906) DRAINAGE																			
1	110	Excavation (Drain Ditch and Detention Pond)	CY	$ 4.00	1,904.00	7,616.00	$ -	0.00	0.00	1750.00	0.00	7,000.00	0.00	0.00	0.00	0.00	0.00	0.00	7,000.00	616.00	616.00
2	164	Cell Fiber Seeding (Temp)(Warm)	SY	$ 0.25	1,017.00	254.25	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	254.25	254.25
3	164	Cell Fiber Seeding (Temp)(Cool)	SY	$ 0.25	1,017.00	254.25	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	254.25	254.25
4	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 0.50	2,034.00	1,017.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	1017.00	1017.00
5	402	Trench Excavation Protection	LF	$ 1.00	172.00	172.00	$ -	0.00	0.00	172.00	0.00	172.00	0.00	0.00	0.00	0.00	0.00	0.00	172.00	0.00	0.00
6	432	Concrete Riprap (CL C)	CY	$ 250.00	21.90	5,475.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	5475.00	5475.00
7	464	18" RCP (CL III)	LF	$ 30.00	1,028.00	30,840.00	$ -	0.00	0.00	950.00	0.00	28,500.00	0.00	0.00	0.00	0.00	0.00	0.00	28,500.00	2340.00	2340.00
8	465	Inlet (Ty C)	EA	$ 2,000.00	2.00	4,000.00	$ -	0.00	0.00	2.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00	0.00
9	465	Manholl (Ty M)	EA	$ 3,000.00	1.00	3,000.00	$ -	0.00	0.00	1.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00	0.00
10	467	Safety End Treatments (18")(6:1)	EA	$ 800.00	23.00	18,400.00	$ -	0.00	0.00	10.00	0.00	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00	10400.00	10400.00
11	467	Safety End Treatments (18")(3:1)	EA	$ 700.00	4.00	2,800.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	2800.00	2800.00
12	481	PVC Pipe (10")	LF	$ 25.00	30.00	750.00	$ -	0.00	0.00	30.00	0.00	750.00	0.00	0.00	0.00	0.00	0.00	0.00	750.00	0.00	0.00
13	481	PVC Pipe (12")	LF	$ 30.00	32.00	960.00	$ -	0.00	0.00	32.00	0.00	960.00	0.00	0.00	0.00	0.00	0.00	0.00	960.00	0.00	0.00
14	506	Temp Sedmt Control Fence	LF	$ 1.00	538.00	538.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	538.00	538.00
15	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 7.00	2,050.00	14,350.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	14350.00	14350.00
16	530	Driveways (Ty PRB-1)	SY	$ 30.00	179.00	5,370.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	5370.00	5370.00
17	530	Driveways (CONCRETE)	SY	$ 50.00	14.00	700.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	700.00	700.00
18	550	Chainlink Fence (6-ft)	LF	$ 20.00	665.00	13,300.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	13300.00	13300.00
19	560	Mailboxes (Multiple)	EA	$ 500.00	2.00	1,000.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	1000.00	1000.00
20	4001	Tideflex Valve	EA	$ 2,000.00	1.00	2,000.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	2000.00	2000.00
		Total Drainage				**112,796.50**			-			**52,382.00**						-	**52,382.00**	60,414.50	60,414.50
		TOTAL BASE AMOUNTS:				**179,094.10**			-			**85,518.00**						-	**85,518.00**	93,576.10	93,576.10

Javier Gutierrez
Print Name

7/9/2012
Date

Signature

AI-33298 **8. J.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to buy through an authorized Purchase Order (requisition #217172) in the amount of $350.00 annual support services agreement from The Percs Index, Inc. for the Quarter Master software from-The Percs Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Amount available for requisition# 217172 as of 7-27-12 $350.00 for The Percs Index Inc.

Attachments

217172 The Percs

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/27/2012 10:29 AM
Budget & Management	Merlen P. Munoz	07/27/2012 10:33 AM
Manuel Chapa	Manuel Chapa	07/27/2012 10:56 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Tanya Delira Started On: 07/18/2012 08:11 AM

Final Approval Date: 07/27/2012

AI-33298
CC CONSENT
Meeting Date: 07/31/2012
Submitted By: Tanya Delira, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION
Sheriff's Office:
Requesting authority to renew our annual support service contract for the Quoter Master software with The Percs Inc. thru requisition 217172 in the amount of $350.00 yr.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0336
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0336
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

The Percs Inc.

Form Review

Inbox	Reviewed By	Date
	Form Started By: Tanya Delira	Started On: 07/18/2012 08:11 AM

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00217172
PO #
Date: 06/04/12

Bill To: x
x

Vendor : 304662
THE PERCS INDEX INC.
960 THERMAL DRIVE
COQUITLAM, B.C. CANADA V3J 6S1
FAX (604)475-4669

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

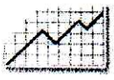
Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	SERVICE CONTRACT - ANNUAL SUPPORT CONTRACT FOR QUARTERMASTER. INCLUDES TECHNICAL SUPPORT, PRODUCT UPDATES AND ACCESS TO THE CUSTOMER SUPPORT AREA OF THE WEBSITE.	350.00	350.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	350.00	
			Freight	.00
			Total	350.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req 2/7/12



The *PERCS* Index Inc.

960 Thermal Drive
Coquitlam, BC Canada
V3J 6S1

Invoice

Date	Invoice #
5/16/2012	30743

Invoice To
Hidalgo County Sheriff's Office Att'n Myra Montoya Sheriff's Law Enforcement Facility 711 El Cibolo Rd. Edinburg, TX 78539

Ship To

P.O. No.	Terms	Due Date
	Net 30	6/15/2012

Description	Qty	Rate	Amount
Service Contract - Annual support contract for Quarter Master. Includes technical support, product updates and access to the Customer Support area of the website. Current contract expires June 15, 2012		350.00	350.00

Thank you for your continued support.

Total	USD 350.00
Payments/Credits	USD 0.00
Balance Due	USD 350.00

Phone #	Fax #	E-mail
866-461-4669	604-475-4669	david@percs.com

GST/HST No. 874069172

~ 415

Tanya.Delira Rects

From: Myra Montoya [myra.montoya@hidalgoso.org]
Sent: Friday, June 15, 2012 3:33 PM
To: 'Tanya.Delira'
Subject: FW:

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Tuesday, June 05, 2012 12:00 PM
To: 'David'
Subject: RE:

Thank you much. I will forward this to my purchasing agent, Tanya, I believe she is the person you spoke to after I emailed you.

Thank you again.

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: David [mailto:david@percs.com]
Sent: Tuesday, June 05, 2012 11:53 AM
To: Myra Montoya
Subject: Re:

Myra:

I just spoke to you on the telephone. There is not a contract that needs to be signed. What this 'contract' is an agreement that we will provide unlimited telephone support during normal business hours for the software as well as provide any updates to the software and allow access to our Customer Support area of our website for the duration of the contract.

If you need any additional information, please let us know,

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 6/5/2012 9:37 AM, Myra Montoya wrote:

Good morning,

I recently received invoice 30743 for the service contract renewal, I was wondering if you have an agreement that needs to be signed?

Please advise. Thank you.

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

Tanya.Delira

From: Tanya.Delira [tanya.delira@co.hidalgo.tx.us]
Sent: Monday, June 25, 2012 1:28 PM
To: 'david@percs.com'
Cc: 'Myra Montoya'; 'Martha Salazar'
Subject: Invoice #30743

Mr. Miller,

Pursuant to our conversation last week, I would like to know if you can please forward me your companies Terms and Conditions to revise them since there is no agreement or contract to be signed.

Thank You,

Tanya De Lira
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

Tanya.Delira

From: Tanya.Delira [tanya.delira@co.hidalgo.tx.us]
Sent: Monday, June 25, 2012 3:56 PM
To: 'Martha Salazar'
Subject: FW: Invoice #30743
Attachments: Hidalgo Support Agreement.pdf

May you please forward to legal. The only thing that needs to changed are the governing laws from British Columbia, Canada to Texas.

From: David [mailto:david@percs.com]
Sent: Monday, June 25, 2012 3:21 PM
To: Tanya.Delira
Subject: Re: Invoice #30743

Tanya:

As requested.

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 6/25/2012 11:28 AM, Tanya.Delira wrote:



Mr. Miller,

Pursuant to our conversation last week, I would like to know if you can please forward me your companies Terms and Conditions to revise them since there is no agreement or contract to be signed.

Thank You,

Tanya De Lira
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

Tanya.Delira

From: Tanya.Delira [tanya.delira@co.hidalgo.tx.us]
Sent: Monday, July 09, 2012 11:20 AM
To: 'David'
Cc: 'Myra Montoya'
Subject: RE: Invoice #30743

Mr. Miller I have revised your terms and conditions and I find that 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.

Is there any possibility to modify this agreement to accommodate our request?

From: David [mailto:david@percs.com]
Sent: Monday, June 25, 2012 3:21 PM
To: Tanya.Delira
Subject: Re: Invoice #30743

Tanya:

As requested.

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 6/25/2012 11:28 AM, Tanya.Delira wrote:



Mr. Miller,

Pursuant to our conversation last week, I would like to know if you can please forward me your companies Terms and Conditions to revise them since there is no agreement or contract to be signed.

Thank You,

Tanya De Lira
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

Tanya.Delira

From: David [david@percs.com]
Sent: Tuesday, July 17, 2012 1:58 PM
To: Tanya.Delira
Subject: Re: FW: Invoice #30743

Tanya:

Here is the text of the earlier email that I sent to you.

Tanya:

Most of our customers that pay the annual support fee do it without any kind of a contract. The contract was drafted in order to satisfy those very few that insisted that we have a formal contract. Basically, what we provide is unlimited telephone support to help out our customers, access to our website where we post our latest software versions and will do our best to try and fix any corruption in the databases. This is done for a very small fee - in your case $350.00. The contract is drafted in British Columbia where our company is resident. We don't know what surprises the laws of Texas may hold for this type of agreement but we do know that there are no surprises in our jurisdiction. For that reason, we would not be willing to have the contract modified in that fashion. We are a small company and have successfully operated on a basis of trust for many years and I imagine will continue to do so into the forseeable future.

Thank you,

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 7/17/2012 11:46 AM, Tanya.Delira wrote:

> Mr. David I have not received your response, do you know if you are going to be able to make the changes or not?
>
> **From:** Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
> **Sent:** Monday, July 09, 2012 11:20 AM
> **To:** 'David'
> **Cc:** 'Myra Montoya'
> **Subject:** RE: Invoice #30743
>
> Mr. Miller I have revised your terms and conditions and I find that 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.
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> Is there any possibility to modify this agreement to accommodate our request?
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> **Sent:** Monday, June 25, 2012 3:21 PM

To: Tanya.Delira
Subject: Re: Invoice #30743

Tanya:

As requested.

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

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Mr. Miller,

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Thank You,

Tanya De Lira
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

Tanya.Delira

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 5:01 PM
To: 'Tanya.Delira'
Subject: RE: FW: Invoice #30743

Importance: High

OK place on agenda and make sure that this e-mail is attached.
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 4:49 PM
To: 'Martha Salazar'
Subject: RE: FW: Invoice #30743

Yes

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 4:47 PM
To: 'Tanya.Delira'
Cc: 'Myra Montoya'
Subject: RE: FW: Invoice #30743
Importance: High

Ms. Tanya:
Is the Company agreeing to a PO only?
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 2:11 PM
To: 'Martha Salazar'
Cc: 'Myra Montoya'
Subject: FW: FW: Invoice #30743

Ms. Marty this is the response I got from The Percs Index Inc., company that gives technical support to our quarter masters software.

From: David [mailto:david@percs.com]
Sent: Tuesday, July 17, 2012 1:58 PM
To: Tanya.Delira
Subject: Re: FW: Invoice #30743

Tanya:

Most of our customers that pay the annual support fee do it without any kind of a contract. The contract was drafted in order to satisfy those very few that insisted that we have a formal contract. Basically, what we provide is unlimited telephone support to help out our customers, access to our website where we post our latest software versions and will do our best to try and fix any corruption in the databases. This is done for a very small fee - in your case $350.00. The contract is drafted in British Columbia where our company is resident. We don't know what surprises the laws of Texas

may hold for this type of agreement but we do know that there are no surprises in our jurisdiction. For that reason, we would not be willing to have the contract modified in that fashion. We are a small company and have successfully operated on a basis of trust for many years and I imagine will continue to do so into the forseeable future.

Thank you,

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

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> **Subject:** RE: Invoice #30743
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> **From:** David [mailto:david@percs.com]
> **Sent:** Monday, June 25, 2012 3:21 PM
> **To:** Tanya.Delira
> **Subject:** Re: Invoice #30743
>
> Tanya:
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> As requested.
>
> David
>
> David Miller
> The PERCS Index Inc.
> Toll Free: 866-461-4669
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> On 6/25/2012 11:28 AM, Tanya.Delira wrote:
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Thank You,

Tanya De Lira
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

The *PERCS* Index Inc.

960 Thermal Drive Coquitlam, BC V3J 6S1 Canada

SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT

PERCS Index Inc. ("PERCS") will provide the Support Services listed below for the Software and the two contacts ("Designated Contacts") named by Customer on page 3 of this agreement.

1. SUPPORT

PERCS will establish and maintain an organization and process to provide support for the Software to Customer. Support shall include (i) diagnosis of problems or performance deficiencies of the Software and (ii) a resolution of the problem or performance deficiencies of the Software. PERCS will provide telephone software support on a business day basis. Business day is defined as 7:00 AM through 5:00 PM pacific standard time, excluding holidays and weekends.

PERCS will use its best efforts to cure reported and reproducible errors in the Software.

This agreement is not intended as a consulting agreement for customer services.

2. MAINTENANCE

During the term of this agreement, PERCS will provide upon request to the Customer updates, releases and new versions of the Software along with other generally available technical material.

3. WARRANTY

PERCS will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but PERCS does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to PERCS Software running under the certified environments specified for that product. PERCS will provide the Customer with substantially the same level of service throughout the term of this agreement. PERCS may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service.

PERCS is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if Customer has advised of such a claim. PERCS's liability shall not exceed the fees that Customer has paid under this agreement.

4. TERM

This agreement shall start on the Effective Date stated below. This agreement shall run for a period of one (1) year from the Effective Date and shall automatically renew for consecutive one (1) year periods unless either party provides written notice of termination within sixty (60) days prior to the anniversary date of the Effective Date. Payment for each renewal term shall be due on the renewal date at the current rates for support of the Software. This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless PERCS has materially breached this agreement and has failed to cure the breach after 30 days written notice.

5. GENERAL

a) Each party acknowledges that it has read this Agreement, they understand the agreement and agree to be bound by its terms. Further, both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. The Software and the use thereof is subject to the license agreement related to the Software.

b) This agreement and performance hereunder shall be governed by the laws of British Columbia, Canada.

c) If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.

d) Customer may not assign or sub-license without the prior written consent of PERCS, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

e) The prevailing party in any action related to this agreement shall have the right to recover its reasonable expenses including attorney's fees.

The term "Software" as used in this agreement means:

Software Name, Version and Number of Copies

____Quarter Master v 4.2_____

_____

_____

The *PERCS* Index Inc.

960 Thermal Drive Coquitlam, BC V3J 6S1 Canada

Designated Contacts, full names followed by telephone number and e-mail address. (Two maximum).

Contact 1
Name:_____

Telephone #:_____

E-mail Address:_____

Contact 2
Name:_____

Telephone #:_____

E-mail Address:_____

During the term of this agreement, the Customer may delete and add Designated Contacts by sending notification in writing or by email. We may rely on such notice to make the change.

THE PERCS INDEX INC.

Name:___David Miller_____

Signature:_____

Title:___General Manager_____

Date:_____June 25, 2012_____

CUSTOMER:_____Hidalgo County Sheriff's Department__
Name:_____

Address:_____

Signature:_____

Title:_____

Date:_____

The Effective Date of this
agreement is:

___June 15, 2012_____

Phone: 604-461-4669 Fax: 604-469-7342 Toll Free: 1-800-328-1388 Sales Toll Free: 1-866-461-4669 www.peres.com

Tanya.Delira

From: David [david@percs.com]
Sent: Thursday, July 26, 2012 3:01 PM
To: Tanya.Delira
Subject: Re: FW: Invoice #30743

Tanya:

I've already sent to you our formal agreement for your review but for the informal agreement which most users have is that we basically provide unlimited telephone support during normal business hours, all product updates and access to our Customer Support area of the website.

David

David Miller
The PERCS Index Inc.
Toll Free: 866-461-4669

On 7/26/2012 12:49 PM, Tanya.Delira wrote:

> Mr. David, are there any Terms and Conditions to your Software Maintenance and Technical Support Agreement?
>
> **From:** David [mailto:david@percs.com]
> **Sent:** Tuesday, July 17, 2012 1:58 PM
> **To:** Tanya.Delira
> **Subject:** Re: FW: Invoice #30743
>
> Tanya:
>
> Here is the text of the earlier email that I sent to you.
>
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>
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> David
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>
> ***Thank You,***
>
> ***Tanya De Lira***

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

AI-33295 **8. K.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of invoices as submitted by Guzman & Munoz Engineering & Surveying, Inc. amid Contract #C-11-111-04-19 for professional engineering services as follows:

1. Invoice #4844-WA#6: $4,270.00-Colonia Lucero Del Norte Mile 11 North & Mile 2 West, Drainage Improvements.
2. Invoice #4845-WA#4: $11,500.00-Mile 17 North Road, From FM 88 (Mile 5 West) west, 2720 Feet and From FM 1015 (Mile 3 West) east, 400 feet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-121-094-0-733

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

BUDGETARY IMPACT:

PO #664785 for Guzman & Munoz Engineering & Surveying

Amount available as of 7-27-12 $13,920.80
Less Inv. #4844 $(4,270.00), pending CC approval & Auditor's review
Amount o/s pending to be paid $9,650.80

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-121-085-0-731

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

BUDGETARY IMPACT:

PO #664443 for Guzman & Munoz Engineering & Surveying, Inc.

Amount available as of 7-27-12 $28,483.70
Less Inv. #4845 ($11,500.00), pending CC approval and Auditor's review
Amount o/s pending to be paid $16,983.70

Attachments

Invoice #4844
Invoice #4845

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	07/20/2012 11:02 AM
Budget & Management	Merlen P. Munoz	07/23/2012 08:59 AM
Ivan Cantu	Ivan Cantu	07/27/2012 02:20 PM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Vangie Garcia Started On: 07/17/2012 05:19 PM

Final Approval Date: 07/27/2012

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

INVOICE

INVOICE #4844
DATE: 7/9/2012

BIII TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

FOR:
Work Authorization No. 006, Colonia Lucero Del Norte Mile 11 North & Mile 2 West, Drainage Improvements.
Work Order #2- Contract No. C-11-111-04-19; Order# 664785 ~ $56,920.80

DESCRIPTION	CONTRACT AMOUNT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPLETE	BALANCE TO FINISH
Preliminary Eng. Plans & Specs Approved by locality	$17,180.00	$17,180.00	$0	$17,180.00	100%	$0
Plans & Specs approved by Regulatory Agencies	$25,820.00	$25,820.00	$0	$25,820.00	100%	$0
Completion of Bid advertisement, contract award and notice to proceed	$8,540.00	$0	$4,270.00	$4,270.00	50%	$4,270.00
Submittal of as built plans to locality	$5,380.80	$0	$0	$0	0%	$5,380.80
Totals	$56,920.80	$43,000.00	$4,270.00	$47,270.00	83%	$9,650.80

Project Manager's Signature

POSTED

ORGINAL CONTRACT SUM	**$56,920.80**
CHANGE BY CHANGE ORDER	$0.00
CONTRACT SUM TO DATE	$56,920.80
TOTAL COMPLETE TO DATE	$47,270.00
LESS PREVIOUS INVOICES	$43,000.00
CURRENT PAYMENT DUE	**$ 4,270.00**

NM

2-1342-431-00-121_094-0-733
Po 664785

INVOICE RECEIVED BY
_____on_____
GOODS/SERVICES RECEIVED BY:
_____on_____

Guzman Munoz Engineering and Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570

7/13/2012

Invoice: #4844

ENGINEERING & SURVEYING FEES-P741

WORK AUTHORIZATION No. 006 - Colonia Lucero Del Norte

GMES TASK	DESCRIPTION OF WORK TASK	TYPE OF SERVICE	TOTAL COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:						
1.1	PRELIMINARY PROJECT KICK-OFF MEETING	BASIC	$800.00	100%	$800.00	$800.00	$0.00
1.2	OBTAIN EXISTING PLANS AND REPORTS	BASIC	$1,490.00	100%	$1,490.00	$1,490.00	$0.00
1.3	REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR ENGINEERING DESIGN	BASIC	$5,800.00	100%	$5,800.00	$5,800.00	$0.00
1.4	PREPARE PRELIMINARY PLANS AND SPECIFICATIONS	BASIC	$4,080.00	100%	$4,080.00	$4,080.00	$0.00
1.5	PREPARE COST ESTIMATES	BASIC	$2,250.00	100%	$2,250.00	$2,250.00	$0.00
1.6	SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW	BASIC	$1,770.00	100%	$1,770.00	$1,770.00	$0.00
1.7	1.7 ADDRESS REVIEW COMMENTS FROM OWNER	BASIC	$990.00	100%	$990.00	$990.00	$0.00
	SUB-TOTAL PHASE 1		$17,180.00	100%	$17,180.00	$17,180.00	$0.00
	2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:						
2.1	PREPARE FINAL PLANS	BASIC	$6,820.00	100%	$6,820.00	$6,820.00	$0.00
2.2	CONDUCT QUALITY ASSURANCE AND CONTROL	BASIC	$1,610.00	100%	$1,610.00	$1,610.00	$0.00
2.3	PREPARE FINAL PROJECT SPECIFICATIONS	BASIC	$6,060.00	100%	$6,060.00	$6,060.00	$0.00
2.4	PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW	BASIC	$1,125.00	100%	$1,125.00	$1,125.00	$0.00
2.5	REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES	BASIC	$3,180.00	100%	$3,180.00	$3,180.00	$0.00
2.6	PREPARE MATERIALS SCHEDULES FOR OWNER	BASIC	$2,460.00	100%	$2,460.00	$2,460.00	$0.00
2.7	PREPARE FINAL COST ESTIMATE	BASIC	$1,835.00	100%	$1,835.00	$1,835.00	$0.00
2.8	COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION	BASIC	$2,730.00	100%	$2,730.00	$2,730.00	$0.00
	SUB-TOTAL PHASE 2		$25,820.00	100%	$25,820.00	$25,820.00	$0.00
	3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE						
3.1	PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE	BASIC	$1,450.00	100%	$1,450.00	$0.00	$1,450.00
3.2	CONDUCT PERIODIC INSPECTIONS	BASIC	$5,300.00	53%	$2,820.00	$0.00	$2,820.00
3.3	ASSIST WITH CONFLICTS AND RFI REQUESTS	BASIC	$410.00	0%	$0.00	$0.00	$0.00
3.4	REVIEW SHOP DRAWINGS	BASIC	$320.00	0%	$0.00	$0.00	$0.00
3.5	CONDUCT FINAL INSPECTION	BASIC	$280.00	0%	$0.00	$0.00	$0.00
3.6	PREPARE PUNCH LIST	BASIC	$460.00	0%	$0.00	$0.00	$0.00
3.7	PREPARE AS-BUILT PLANS	BASIC	$320.00	0%	$0.00	$0.00	$0.00
	SUB-TOTAL PHASE 3		$8,540.00	50%	$4,270.00	$0.00	$4,270.00
	4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:						
4.1	SURVEY FOR AS BUILT PLANS	BASIC	$2,850.80	0%	$0.00	$0.00	$0.00
4.2	DRAFTING OF AS BUILT PLANS	BASIC	$1,080.00	0%	$0.00	$0.00	$0.00
4.3	REVIEW AS BUILT PLANS	BASIC	$400.00	0%	$0.00	$0.00	$0.00
4.4	SUBMIT AS BUILT PLANS TO OWNER	BASIC	$330.00	0%	$0.00	$0.00	$0.00
4.5	CLOSE OUT DOCUMENTS TO OWNER	BASIC	$720.00	0%	$0.00	$0.00	$0.00
	SUB-TOTAL PHASE 4		$5,380.80	0%	$0.00	$0.00	$0.00
	TOTAL ENGINEERING SERVICES LABOR COST		**$56,920.80**	**83.05%**	**$47,270.00**	**$43,000.00**	**$4,270.00**
	AMOUNT DUE THIS INVOICE:					**$4,270.00**	

EXHIBIT D

TASKS FEES BY MANHOURS & RATES

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

WORK AUTHORIZATION No. 006 - Colonia Lucero Del Norte (Mile 11 North & Mile 2 West)

GMES TASK	DESCRIPTION OF WORK TASK	PRINCIPAL HOURS	PROJECT ENGINEER HOURS	PROJECT MANAGER HOURS	EIT HOURS	TECH / CADD HOURS	CLERICAL HOURS	SURVEYOR HOURS	3 PERSON SURVEY CREW	INSPECTOR HOURS	TOTAL HOURS	TOTAL COST PER TASK
	1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:											
1.1	PRELIMINARY PROJECT KICK-OFF MEETING	1	2	2	1						6	$800.00
1.2	OBTAIN EXISTING PLANS AND REPORTS			2	4	8	2				16	$1,490.00
1.3	REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR EDGINEERING DESIGN, SCOPE FOR GEOTECHNICAL		2					3	40		45	$5,800.00
1.4	PREPARE PRELIMINARY PLANS AND SPECIFICATIONS	2	4	2	8	24					40	$4,080.00
1.5	PREPARE COST ESTIMATES		2	2	2	16	2				24	$2,250.00
1.6	SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW	1	2	1	4	8	2				18	$1,770.00
1.7	ADDRESS REVIEW COMMENTS FROM OWNER			1	4	4	2				11	$990.00
	TOTAL PRELIMINARY PHASE	4	12	10	23	60	8	3	40	0	160	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 1	$720.00	$1,440.00	$1,400.00	$2,300.00	$5,400.00	$360.00	$360.00	$5,200.00	$0.00		$17,180.00
	2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:											
2.1	PREPARE FINAL PLANS	1	4	6	16	32	8	4			71	$6,820.00
2.2	CONDUCT QUALITY ASSURANCE AND CONTROL		1	2	4	4	2	3			16	$1,610.00
2.3	PREPARE FINAL PROJECT SPECIFICATIONS		4	4	16	32	12				68	$6,060.00
2.4	PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW		2	2	2	4	1				11	$1,125.00
2.5	REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES		4	2	8	16	4				34	$3,180.00
2.6	PREPARE MATERIALS SCHEDULES FOR OWNER		1	2	8	12	4				27	$2,460.00
2.7	PREPARE FINAL COST ESTIMATE	1	1	2	4	8	3				19	$1,835.00
2.8	COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION	1	1	2	8	12	6				30	$2,730.00
	TOTAL DESIGN PHASE	3	18	22	66	120	40	7	0	0	276	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 2	$540.00	$2,160.00	$3,080.00	$6,600.00	$10,800.00	$1,800.00	$840.00	$0.00	$0.00		$25,820.00
	3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE											
3.1	PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE	1	1	4		4	2			2	14	$1,450.00
3.2	CONDUCT PERIODIC INSPECTIONS		8	1						60	69	$5,300.00
3.3	ASSIST WITH CONFLICTS AND RFI REQUESTS			1		3					4	$410.00
3.4	REVIEW SHOP DRAWINGS			1		2					3	$320.00
3.5	CONDUCT FINAL INSPECTION			1						2	3	$280.00
3.6	PREPARE PUNCH LIST			1		2				2	5	$460.00
3.7	PREPARE AS-BUILT PLANS					2				2	4	$320.00
	TOTAL CONSTRUCTION PHASE	1	9	9	0	13	2	0	0	68	102	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 3	$180.00	$1,080.00	$1,260.00	$0.00	$1,170.00	$90.00	$0.00	$0.00	$4,760.00		$8,540.00

	4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:											
4.1	SURVEY FOR AS BUILT PLANS							3	19.16		22.16	$2,850.80
4.2	DRAFTING OF AS BUILT PLANS					12					12	$1,080.00
4.3	REVIEW AS BUILT PLANS			1	1	1				1	4	$400.00
4.4	SUBMIT AS BUILT PLANS TO OWNER						2	2			4	$330.00
4.5	CLOSE OUT DOCUMENTS TO OWNER	1	1	1	1	1	2				7	$720.00
	TOTAL DESIGN PHASE	1	1	2	2	14	4	5	19.16	1	49.16	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 2	$180.00	$120.00	$280.00	$200.00	$1,260.00	$180.00	$600.00	$2,490.80	$70.00		$5,380.80
	TOTAL ENGINEERING BASIC SERVICES LABOR COST	$1,620.00	$4,800.00	$6,020.00	$9,100.00	$18,630.00	$2,430.00	$1,800.00	$7,690.80	$4,830.00		**$56,920.80**
	TOTAL ENGINEERING BASIC SERVICES LABOR COST FOR ALL CLASSIFICATIONS	**$56,920.80**										
	TOTAL COST	**$56,920.80**										

Guzman & Muñoz Engineering & Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570
956-565-4637
Fax 956-565-4636

INVOICE

INVOICE #4845
DATE: 7/10/2012

BILL TO:
Hidalgo County Pct 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

FOR:P751
Hidalgo County Pct. 1 Paving & Drainage Improvement to Mile 17 North Road, From FM88 (Mile 5 West) west, 2,720 Feet and From FM 1015 (Mile 3 West) east, 400 feet
Work Order #4- Contract No. C-11-111-04-19; Purchase Order # 664443
$77,837

DESCRIPTION	CONTRACT AMOUNT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPLETE	BALANCE TO FINISH
Preliminary Eng. Plans & Specs Approved by Locality	$13,709.25	$13,709.25	$0	$13,709.25	100%	$0
Plans & Specs Approved by Regulatory Agencies	$27,418.50	$27,418.50	$0	$27,418.50	100%	$0
Completion of Bid advertisement, contract award and notice to proceed	$8,225.55	$8,225.55	$0	$8,225.55	100%	$0
Submittal of as built plans to locality	$5,483.70	$0	$0	$0	0%	$5,483.70
Special Services= TxDOT Intersection Traffic Study	$23,000.00	$0	$11,500.00	$11,500.00	50%	$11,500.00
Totals	$77,837.00	$49,353.30	$11,500.00	$60,853.30	78.18%	$16,983.70

Project Manager's Signature

POSTED

ORGINAL CONTRACT SUM	**$77,837.00**
CHANGE BY CHANGE ORDER	$0.00
CONTRACT SUM TO DATE	$77,837.00
TOTAL COMPLETE TO DATE	$60,853.30
LESS PREVIOUS INVOICES	$49,353.30
CURRENT PAYMENT DUE	**$11,500.00**

NM

2-1342-431-00-121-085-0-731
PO 664443

INVOICE RECEIVED BY
_____ on _____
GOODS/SERVICES RECEIVED BY:
_____ on _____

Guzman Munoz Engineering and Surveying, Inc.
2020 E. Expressway 83
Mercedes, Texas 78570

Invoice # 4845

Date: 07/09/2012

WORK AUTHORIZATION No. 004 - Mile 17 North Road from, FM 3071 (Mile 4 West), west 2,720 Feet and From FM 1015 (Mile 3 West), east 400 Feet

GMES TASK	DESCRIPTION OF WORK TASK	TYPE OF SERVICE	TOTAL COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:						
1.1	PRELIMINARY PROJECT KICK-OFF MEETING	BASIC	$1,165.00	100%	$1,165.00	$1,165.00	$0.00
1.2	OBTAIN EXISTING PLANS AND REPORTS	BASIC	$705.00	100%	$705.00	$705.00	$0.00
1.3	REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR ENGINEERING DESIGN	BASIC	$4,380.00	100%	$4,380.00	$4,380.00	$0.00
1.4	PREPARE PRELIMINARY PLANS AND SPECIFICATIONS	BASIC	$3,685.00	100%	$3,685.00	$3,685.00	$0.00
1.5	PREPARE COST ESTIMATES	BASIC	$970.00	100%	$970.00	$970.00	$0.00
1.6	SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW	BASIC	$640.00	100%	$640.00	$640.00	$0.00
1.7	1.7 ADDRESS REVIEW COMMENTS FROM OWNER	BASIC	$2,164.25	100%	$2,164.25	$2,164.25	$0.00
	SUB-TOTAL PHASE 1		$13,709.25	100%	$13,709.25	$13,709.25	$0.00
	2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:						
2.1	PREPARE FINAL PLANS	BASIC	$8,320.00	100%	$8,320.00	$8,320.00	$0.00
2.2	CONDUCT QUALITY ASSURANCE AND CONTROL	BASIC	$1,255.00	100%	$1,255.00	$1,255.00	$0.00
2.3	PREPARE FINAL PROJECT SPECIFICATIONS	BASIC	$5,800.00	100%	$5,800.00	$5,800.00	$0.00
2.4	PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW	BASIC	$2,280.00	100%	$2,280.00	$2,280.00	$0.00
2.5	REVISE FINAL PLANS AFTER REVIEW BY REGULATORY AGENCIES	BASIC	$3,280.00	100%	$3,280.00	$3,280.00	$0.00
2.6	PREPARE MATERIALS SCHEDULES FOR OWNER	BASIC	$1,713.50	100%	$1,713.50	$1,713.50	$0.00
2.7	PREPARE FINAL COST ESTIMATE	BASIC	$3,040.00	100%	$3,040.00	$3,040.00	$0.00
2.8	COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION	BASIC	$1,730.00	100%	$1,730.00	$1,730.00	$0.00
	SUB-TOTAL PHASE 2		$27,418.50	100%	$27,418.50	$27,418.50	$0.00
	3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE						
3.1	PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE	BASIC	$765.00	100%	$765.00	$765.00	$0.00
3.2	CONDUCT PERIODIC INSPECTIONS	BASIC	$4,420.00	100%	$4,420.00	$4,420.00	$0.00
3.3	ASSIST WITH CONFLICTS AND RFI REQUESTS	BASIC	$1,055.00	100%	$1,055.00	$1,055.00	$0.00
3.4	REVIEW SHOP DRAWINGS	BASIC	$985.55	100%	$985.55	$985.55	$0.00
3.5	CONDUCT FINAL INSPECTION	BASIC	$540.00	100%	$540.00	$540.00	$0.00
3.6	PREPARE PUNCH LIST	BASIC	$140.00	100%	$140.00	$140.00	$0.00
3.7	PREPARE AS-BUILT PLANS	BASIC	$320.00	100%	$320.00	$320.00	$0.00
	SUB-TOTAL PHASE 3		$8,225.55	100%	$8,225.55	$8,225.55	$0.00
	4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:						
4.1	SURVEY FOR AS BUILT PLANS	BASIC	$1,820.00	0%	$0.00	$0.00	$0.00
4.2	DRAFTING OF AS BUILT PLANS	BASIC	$860.00	0%	$0.00	$0.00	$0.00
4.3	REVIEW AS BUILT PLANS	BASIC	$725.00	0%	$0.00	$0.00	$0.00
4.4	SUBMIT AS BUILT PLANS TO OWNER	BASIC	$750.00	0%	$0.00	$0.00	$0.00
4.5	CLOSE OUT DOCUMENTS TO OWNER	BASIC	$1,328.70	0%	$0.00	$0.00	$0.00
	SUB-TOTAL PHASE 4		$5,483.70	0%	$0.00	$0.00	$0.00
	5. Special Service- TxDOT Intersection Traffic Study						
5.1	Traffic Study	BASIC	$23,000.00	50%	$11,500.00	$0.00	$11,500.00
	SUB-TOTAL PHASE 5		$23,000.00	50%	$11,500.00	$0.00	$11,500.00
	TOTAL ENGINEERING SERVICES LABOR COST		**$77,837.00**	**78.18%**	**$60,853.30**	**$49,353.30**	**$11,500.00**
	AMOUNT DUE THIS INVOICE:					**$11,500.00**	

EXHIBIT D

MANHOUR FEES BY TASKS

ENGINEERING & SURVEYING FEE ESTIMATE

BASIC SERVICES

WORK AUTHORIZATION No. 004 - Mile 17 North Road from, FM 3071 (Mile 4 West), west 2,720 Feet and From FM 1015 (Mile 3 West), east 400 Feet

GMES TASK	DESCRIPTION OF WORK TASK	PRINCIPAL HOURS	PROJECT ENGINEER HOURS	PROJECT MANAGER HOURS	EIT HOURS	TECH / CADD HOURS	CLERICAL HOURS	SURVEYOR HOURS	3 PERSON SURVEY CREW	INSPECTOR HOURS	TOTAL HOURS	TOTAL COST PER TASK
	1. PRELIMINARY ENGINEERING PLANS & SPECIFICATIONS APPROVED BY LOCALITY PHASE:											
1.1	PRELIMINARY PROJECT KICK-OFF MEETING	1	2	2		2	1	2			10	$1,165.00
1.2	OBTAIN EXISTING PLANS AND REPORTS			1	1	2	1	2			7	$705.00
1.3	REVIEW INFORMATION, PREFORM TOPOGRAPHIC SURVEYING FOR EDGINEERING DESIGN, SCOPE FOR GEOTECHNICAL			4	2	6		4	20		36	$4,380.00
1.4	PREPARE PRELIMINARY PLANS AND SPECIFICATIONS		1	4	8	24	1				38	$3,685.00
1.5	PREPARE COST ESTIMATES			1	2	6	2				11	$970.00
1.6	SUBMIT PLANS & SPECIFICATIONS TO OWNER FOR REVIEW			1	2	1	2	1			7	$640.00
1.7	ADDRESS REVIEW COMMENTS FROM OWNER	1	2	4	4	8	1.4278				20.4278	$2,164.25
	TOTAL PRELIMINARY PHASE	2	5	17	19	49	8.4278	9	20	0	129.4278	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 1	$360.00	$600.00	$2,380.00	$1,900.00	$4,410.00	$379.25	$1,080.00	$2,600.00	$0.00		$13,709.25
	2. PLANS & SPECIFICATIONS APPROVED BY REGULATORY AGENCIES PHASE:											
2.1	PREPARE FINAL PLANS	2	8	12	16	32	8	4			82	$8,320.00
2.2	CONDUCT QUALITY ASSURANCE AND CONTROL	1	1	1	2	4	3	1			13	$1,255.00
2.3	PREPARE FINAL PROJECT SPECIFICATIONS		2	8	16	24	12			2	64	$5,800.00
2.4	PRESENT FINAL PLANS AND SPECIFICATIONS FOR REVIEW	1	2	4	4	8	4				23	$2,280.00
2.5	REVISE FINAL PLANS AFTER REVIEW BY REGUATORY AGENCIES		1	4	8	16	8				37	$3,280.00
2.6	PREPARE MATERIALS SCHEDULES FOR OWNER			2	6	8	2.5222				18.5222	$1,713.50
2.7	PREPARE FINAL COST ESTIMATE	1	2	4	8	12	4				31	$3,040.00
2.8	COORDINATE WITH GOVERMENTAL AND OTHERS REQUIRING APPROVEAL AND PREPARE PERMITS FOR CONSTRUCTION		2	2	4	8	2				18	$1,730.00
	TOTAL DESIGN PHASE	5	18	37	64	112	43.5222	5	0	2	286.5222	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 2	$900.00	$2,160.00	$5,180.00	$6,400.00	$10,080.00	$1,958.50	$600.00	$0.00	$140.00		$27,418.50
	3. COMPLETION OF BID ADVERTISEMENT, CONTRACT AWARD AND NOTICE TO PROCEED PHASE											
3.1	PRE-CONSTRUCTION CONFERENCE AND ASSISTANCE		1	2	2		1	1			7	$765.00
3.2	CONDUCT PERIODIC INSPECTIONS	1	1	8	2					40	52	$4,420.00
3.3	ASSIST WITH CONFLICTS AND RFI REQUESTS			2	2	3	1	1		2	11	$1,055.00
3.4	REVIEW SHOP DRAWINGS		1	2	2	2	1.4566			2	10.4566	$985.55
3.5	CONDUCT FINAL INSPECTION		1	2						2	5	$540.00
3.6	PREPARE PUNCH LIST			1							1	$140.00
3.7	PREPARE AS-BUILT PLANS			1		2					3	$320.00
	TOTAL CONSTRUCTION PHASE	1	4	18	8	7	3.4566	2	0	46	89.4566	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 3	$180.00	$480.00	$2,520.00	$800.00	$630.00	$155.55	$240.00	$0.00	$3,220.00		$8,225.55

	4. SUBMITTAL OF AS BUILT PLANS TO LOCALITY PHASE:											
4.1	SURVEY FOR AS BUILT PLANS			1				1	12		14	$1,820.00
4.2	DRAFTING OF AS BUILT PLANS			1		8					9	$860.00
4.3	REVIEW AS BUILT PLANS	1	1	1	1		1			2	7	$725.00
4.4	SUBMIT AS BUILT PLANS TO OWNER		1	1	1	2	2	1			8	$750.00
4.5	CLOSE OUT DOCUMENTS TO OWNER		1	2	2	4	1.9711			4	14.9711	$1,328.70
	TOTAL DESIGN PHASE	1	3	6	4	14	4.9711	2	12	6	52.9711	
	HOURLY RATE	$180.00	$120.00	$140.00	$100.00	$90.00	$45.00	$120.00	$130.00	$70.00		
	SUB-TOTAL PHASE 2	$180.00	$360.00	$840.00	$400.00	$1,260.00	$223.70	$240.00	$1,560.00	$420.00		$5,483.70
	TOTAL ENGINEERING BASIC SERVICES LABOR COST	$1,620.00	$3,600.00	$10,920.00	$9,500.00	$16,380.00	$2,717.00	$2,160.00	$4,160.00	$3,780.00		**$54,837.00**
	TOTAL ENGINEERING BASIC SERVICES LABOR COST FOR ALL CLASSIFICATIONS		**$54,837.00**									
	SPECIAL SERVICE - TxDOT INTERSECTION TRAFFIC STUDY	**Lump Sum**	**$23,000.00**									
	TOTAL COST		**$77,837.00**									

AI-33283 **8. L.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha L. Salazar Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the first one (1) year extension as provided in the contract #C-11-126-08-16 for "Purchase and Disposal of Air Conditioning Units" on an "as needed basis" for Hidalgo County -Community Service Agency under the same rates, terms, and conditions renewal/extension effective August 16, 2012 through August 16, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funds available through Community Service Agency's Fiscal Department.

Attachments

csa ac renewal letter n acords

C-11-126-08-16

dpt renewal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/20/2012 10:36 AM
Budget & Management	Merlen P. Munoz	07/23/2012 08:53 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Yvette Islas Started On: 07/17/2012 01:32 PM

Final Approval Date: 07/27/2012

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

July 10, 2012

Air Plus Heating & Cooling, Inc.
Attn: Leocadio Guerrero
711 E Wisconsin Road
Edinburg, Texas 78539
Via E-Mail: lupitagairplus@gmail.com

Re: C-11-126-08-16 "Purchase and Disposal of Air Conditioning Units"

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the first (1st) of four (4) one (1) year term extensions as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of July 31, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, July 16, 2012 via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Signature: _____ Date: 07/17/12

Print: LEO GUERRERO

Additionally, we are requesting your company provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and /or 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,

Yvette S. Islas
Hidalgo County Purchasing Department

cc: department

AIRPLUS-01 HALLHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2012

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
Willis of Texas, Inc.
c/o 26 Century Blvd.
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: certificates@willis.com
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Air Plus Heating & Cooling Inc
711 East Wisconsin
Edinburg, TX 78539

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		TSF0001174985	12/15/2011	12/15/2012	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Community Service Agency
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2012

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
PRIME INTEGRITY INSURANCE AGENCY
801 N Ware Road
McAllen, TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-7525
E-MAIL ADDRESS: primeintegrity@att.net
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE | NAIC#
INSURER A : Cypress Texas Lloyds
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
Air Plus Heating & Cooling
711 E Wisconsin
Edinburg, TX 78539
956-381-5891

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -02	3/24/2012	3/24/2013	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	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO SERVICE AGENCY
100 E CANO, 4TH FLOOR
ADMINISTRATION BUILDING
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-126-08-16

THIS CONTRACT is made and entered into this 16th day of **August, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Air Plus Heating & Cooling, Inc. ("Company")

WHEREAS, Company responded to advertised notices for proposals for **"Purchase and Disposal of Window Air Conditioning Units"** (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal 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 within the **County of Hidalgo Community Service Agency** of Hidalgo County, Texas, 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 the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on August 16, 2011 and end on August 15, 2012 with the County's option to extend the contract for four (4) additional one (1) year terms.

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. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "E" attached hereto payable against written invoice submitted by Company.

6. Company shall ensure that no funds under this Contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers" Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "G" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. 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.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

18. 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 manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. 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:	**Air Plus Heating & Cooling, Inc.** **Attn: Leocadio Guerrero** **711 E. Wisconsin Rd.** **Edinburg, Texas 78539**

20. 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.

21. This Contract 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.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of

the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age

Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. 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:

1. Meet schedules:

2. Pay any required fees or taxes; or

3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the "Act"). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest

or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized

representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than **"Purchase and Disposal of Window Air Conditioning Units"** contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

45. All truck 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.

46. In no event shall Company be liable for special, indirect consequential, or liquidated damages for default or delay caused by the County.

WITNESS our hands in duplicate originals this ____ day of_____, 2011.

By: _____

Ramon Garcia, Hidalgo County Judge

Approved by Commissioners' Court
on 8-16-11 RO

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Air-Plus Heating & Cooling, Inc.

By:_____

Printed Name: Leocadio Guerrero

Title: OWNER/PRESIDENT

Approved on Commissioners' Court August 16, 2011

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

May 04, 2011

AIR-PLUS
HEATING & COOLING, INC.
711 E. WISCONSIN RD.
Edinburg, Texas 78539

Re: **HIDALGO COUNTY**
Request For Proposals - **"HIDALGO COUNTY COMMUNITY SERVICE AGENCY – PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS"**

RFP NO: 2011-126-05-25-YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP 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

REQUEST FOR PROPOSALS (RFP) CHECKLIST
HIDALGO COUNTY COMMUNITY SERVICE AGENCY
"PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS"
RFP NO: 2011-126-05-25-YSI

1. Request for Proposals Letter, consisting of 1 page.

2. Request for Proposals, Legal Notice, consisting of 8 pages.

3. Exhibit "A", Service Delivery Terms, Conditions & Product/Service Specifications consisting of pages #1 through page #4.

4. Exhibit "B", Scoring Criteria, page # 5.

5. Exhibit "C", Integrity & Financial Resources pages #6 to #7.

6. Exhibit "D", Technical Knowledge and Experience, consisting of pages #8 to #9.

7. Exhibit "E", Technical Specifications, consisting of page #10 through page #15.

8. Exhibit "G", Hidalgo County's Insurance Requirements, consisting of 4 pages.

9. Conflict of Interest Questionnaire (CIQ), this form must be recorded at the Hidalgo County Clerk's Office and receipt along with recorded document must be submitted with proposal, consisting of 1 page.

10. Proposer's Affidavit, consisting of 1 page.

11. Proposers/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.

12. IRS W-9 Form, consisting of 4 pages.

13. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.

14. Market Volatility and Unit Price Adjustments, consisting of 2 pages.

15. Draft Contract Document, consisting of 10 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) 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

05-04-2011
Date

RFP NO: 2011-126-05-25-YSI	BUYER: YVETTE ISLAS	Tel. No: (956) 318-2626 x-4874

REQUEST FOR PROPOSALS

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

"PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS"

MAY 25, 2011

contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2011-126-05-25**

1. Sealed proposals will be received for **Hidalgo County Community Service Agency "Purchase and Disposal of Window Air Conditioning Units"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and three (3) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2011-126-05-25-YSI-Hidalgo County Community Service Agency–"Purchase and Disposal of Window Air Conditioning Units"**, 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, May 25, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2011-126-05-25-YSI—HIDALGO COUNTY COMMUNITY SERVICE AGENCY - "PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS".

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, May 18, 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, May 20, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and**

thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. ~~Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.~~

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **Hidalgo County Community Service Agency –"Purchase and Disposal of Window Air Conditioning Units",**
  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 Community Service Agency
Attn: Thelma Vasquez
P.O. Box 204
Edinburg, TX 78540
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**May 25,**	**2011**
Project/Anticipated Award Date:	_____,	**2011**
Commence Work or Deliver Products	_____,	**2011**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty~~

~~Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part,

agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

HIDALGO COUNTY COMMUNITY SERVICE –
"Purchase and Disposal of Window Air Conditioning Units"
RFP NO: 2011-126-05-25-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: AIR-PLUS HEATING & COOLING, INC.

Address: 711 E. WISCONSIN RD.

EDINBURG, TX. 78539

By: _____

Printed Name: Leocadio Guerrero, President

EXHIBIT "A"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

SERVICE DELIVERY TERMS AND CONDITIONS
AND
PRODUCT AND SERVICE SPECIFICATIONS

CHCSA is seeking one (1) qualified contractor to provide equipment in particular window air conditioning units and/or disposal of used/old window air conditioning units. The new window air conditioning units will replace inefficient window units in eligible low-income dwellings throughout Hidalgo County. These services are delivered pursuant to the CEAP Program and are designed to lower utility usage and promote energy conservation.

A contract, if any, awarded pursuant to this solicitation will be for one (1) year and may be extended provided all terms and conditions, except for the contract period, remain unchanged and in full force and effect. This option, if exercised, requires the mutual agreement of BOTH parties. Refusal by either party to exercise this Option to extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions, may not exceed a maximum combined period of five (5) years.

Funds for a contract, if any, resulting from this solicitation have been or are anticipated to be provided through the Texas Department of Housing and Community Affairs pursuant to the United States Department of Health and Human Services. Services under this program are contingent on CHCSA's receipt of CEAP Program funds.

Delivery of all window units specified in this proposal shall be made to the CHCSA main Office, 2524 N. Closner, Edinburg, Tx. Used/old window units will be maintained at CHCSA main office, pick up of such will be at CHCSA main office.

Delivery of all equipment and services specified in this proposal shall be made within 10 working days (defined as Monday through Friday except for Federal or State Holidays) or time agreed upon by said contractor and CHCSA. Exceptions to this requirement shall be allowed only in the event of an eligible program participant is unavailable for service delivery scheduling or occurrence of unforeseeable circumstances as approved by CHCSA (such events must be documented and provided to CHCSA designated program staff).

Payment for Products/Services: There shall be no advance payment for products delivered and/or services provided for the successful proposer, if any, selected for contract pursuant to this procurement. Contractual payment terms and conditions, if a contract is awarded, shall specify that payment shall normally be made thirty (30) to forty-five (45) days from date of service and agency approval.

All disposals of window air conditioning units provided pursuant to this solicitation must meet applicable Federal, State and/or local codes, whichever shall be the most restrictive. Proposers shall be responsible for obtaining any required permits and payment of any required payment fee, as applicable.

All and any other product or service provided pursuant to this solicitation must be guaranteed, in writing, for a minimum period of one year from the invoice date.

The successful proposer, if any, shall be contractually obligated to complete any warranty work within 3 working days of notification. In life threatening situations (i.e. malfunctioning window units where elderly, infirm clients or children under 6 reside in the household), the successful proposer shall be required to provide warranty work within 24 hours of notification

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

MINIMUM STANDARDS

WINDOW UNIT SIZE	MINIMUM ENERGY STAR EER
5, 000 BTU	10.7
6,000 BTU	10.7
8,000 BTU	10.8
10,000 BTU	10.8
12,000 BTU	10.8
15,000 BTU	10.7
18,000 BTU	10.7

WHEN AN EXISTING INEFFICIENT WINDOW AIR CONDITIONING UNIT(S) AND/OR HEAT PUMP(S) IS REPLACED, THE CLIENT MUST SURRENDER THE OLD UNIT(S) TO BE DISPOSED OF BY CONTACTOR ACCORDING TO APPLICABLE FEDERAL, STATE AND LOCAL CODES/LAWS. CONTRACTOR MUST DESTROY USED/OLD WINDOW AIR CONDITIONING UNITS AND/OR HEAT PUMPS BEYOND REPAIR. USED/OLD WINDOW AIR CONDITIONING UNITS AND/OR HEAT PUMPS ONCE REMOVED CANNOT BE REPAIRED, RETROFITTED, AND/OR SOLD.

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PAYMENT PROCEDURES AND GUIDELINES

THE COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY REQUIRES COMPLIANCE TO THE FOLLOWING GUIDELINES AND PROCEDURES BEFORE NOTICE OF PAYMENT/PURCHASE ORDERS WILL BE ISSUED TO THE VENDOR:

1) No client shall be excluded from participation due to age, color, religion, sex, national origin, age, handicap, political affiliation or belief.

2) Must not accept any gifts, monetary or otherwise, from clients.

3) Will accept CHCSA notice of payment/purchase order as authorization and obligation of payment and only for the amount stated on the notice of payment/purchase order.

4) Will not alter the amount on notice of payment/purchase order without the prior approval from CHCSA.

5) Will contact CHCSA for prior approval, in the event, that additional costs are incurred or forfeit payment if CHCSA approval is not obtained.

6) Will deliver the window air conditioning units to CHCSA within 10 working days of notice of payment/purchase order date.

7) Will pick up used/old window air conditioning units and/or heat pumps at CHCSA's main office and dispose of such according to applicable Federal, State and local codes, whichever is most restrictive. Used/old window air conditioning units and/or heat pumps once removed cannot be repaired, retrofitted and/or sold.

8) Will submit itemized billing of actual work performed with corresponding documentation. For audit purposes, billing must include:

A) Name and address of vendor
B) Name of Agency
C) Date(s) equipment was delivered to CHCSA or picked up from CHCSA
D) Detail description of equipment delivered or picked up
E) CHCSA notice of payment/purchase order number
F) Billing total amount

9) Direct **all original notice of payments/purchase orders** to include billings/invoices to County of Hidalgo Community Service Agency, P.O. Box 204 Edinburg, Texas 78540. The address has been provided on the notice of payment/purchase order.

10) Submittal of **original notice of payments/purchase orders** will be at contractor's discretion, keeping in mind that equipment must be delivered or disposed within 10 workings days as of date of notice of payment/purchase order.

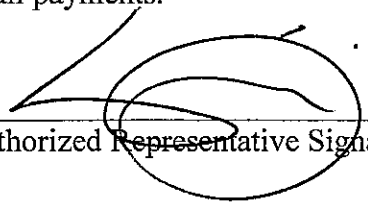
COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PAYMENT PROCEDURES AND GUIDELINES con't

11) Payment will be made to contractor approximately thirty (30) to forty-five (45) days after receipt of original notice of payment/purchase order, with all documentation required, at CHCSA office. Prompt payment will also depend on transaction of funds from the state level to CHCSA. Nevertheless, payment is guaranteed, CHCSA will not issue notice of payment/purchase orders unless it has a contractual amount to cover said amount.

12) CHCSA is a not-for-profit entity therefore is not subject to tax charges (tax-exempt status).

13) Completion of an IRS W-9 form is required in order to prevent the withholding of thirty-one percent (31%) of all payments.



Authorized Representative Signature

5/19/11
Date

Leocadio Guerrero
Print Name of Authorized Representative

President/Owner
Title of Authorized Representative

956-381-5891
Telephone number

Lupita Guerrero
Name of Contact Person

956-381-5461
Fax number

EXHIBIT "B"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

Scoring Criteria

Points will be given to each of the contractual considerations including financial resources & integrity, technical knowledge, and price of materials and labor.

Scoring Breakdown

I.	Financial Resources & Integrity	30	Points
II.	Technical Knowledge & Experience	30	Points

Proposers with a minimum score of 30 points in Financial Resources & Integrity Section and a minimum score of 28 ½ points in the Technical Knowledge & Experience Section will be deemed qualified for evaluation of prices as submitted. Price per item will be subject to negotiations when deemed higher than the local market average price.

III.	Material and Labor Price	40	Points
	Total Possible Points	100	Points

After negotiations, the proposer with the lowest material and labor price will be awarded a maximum of 40 points. All other proposers will receive points based on the following formula:

Lowest proposal price	÷	proposal price	X 40	=	points awarded
Example $1000	÷	$1200 = .834	X 40	=	33.36

Note: A contract will be awarded to the most qualified proposer whose proposal, after negotiations, is most advantageous to CHCSA with price and other factors considered.

EXHIBIT "C"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

INTEGRITY & FINANCIAL RESOURCES

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

I. **INTEGRITY**- Please list two references of persons or firms that you have conducted business with in the past 12 months who are familiar with your work.

The following questions that will be asked when we contact the references.
2.5 points has been assigned to each question, only favorable responses will be receive points.
15 points maximum may be received.

Q.1. Do they honor their prices?
Q.2. To the best of your knowledge has this firm or person consistently conducted their business affairs in a manner to reflect sound business judgment?
Q.3. Would you characterize this vendor as honest, fair and responsible?

Reference 1

Name: EVA SILVA Phone#: 956-992-8039

Address: 300 S. Closner, Edinburg, Tx. Fax#: 956-992-8027

Company: Capital One Bank

Reference 2

Name: Laura Mayo Phone#: 956-664-8400

Address: 1801 S. 2nd, McAllen, Texas 78503 Fax#: 956-632-5442

Company: Inter National Bank

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

INTEGRITY & FINANCIAL RESOURCES con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. FINANCIAL RESOURCES- Please answer the following questions.

2.5 point has been assigned to each question, only favorable responses will receive points.
15 points maximum may be received.

A. Does your firm/company have the financial capabilities to provide materials up to a maximum of thirty (30) days before receiving payment?

[X] YES [ ] NO

Please submit a copy of your firm's most recent (within the last 12 months) financial statement.
No Exeptions *(2 part question-1.25 pts per part)*

B. Will you hold material until we are ready to pick-up/install?

[X] YES [ ] NO

C. Are you or have you been involved in a Chapter 13 bankruptcy proceeding?

[ ] YES [X] NO

D. Are there any liens against your firm/company?

[ ] YES [X] NO

E. Are there any lawsuits against your firm/company?

[ ] YES [X] NO

F. Have any complaints been filed against your firm with the Better Business Bureau?

[ ] YES [X] NO

If yes, describe the nature of the complaint and its resolution.

_____
_____
_____
_____

EXHIBIT "D"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

TECHNICAL KNOWLEDGE AND EXPERIENCE

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

I. TECHNICAL KNOWLEDGE-List three work references of persons or firms for whom you have worked as a contractor to perform heating and cooling work such as:

Proper recovery of freon
Proper disposal of window units
Proper disposal of heat pumps

The following questions will be asked when we contact the references.
2 points has been assigned to each question, only favorable response will receive points.
24 points maximum may be received.

1) *Is the quality of work of this firm or person satisfactory or poor? (2 part question-1pt for each part)*
   If satisfactory, specify in what way.
   If not satisfactory, specify in what way.
2) *Has this firm or person been timely in completing projects?*
3) *Has this firm or person's crew operated, to the best of your knowledge, with good behavior at work sites?*
4) *If the occasion arose, would you subcontract again with this firm or person to do a job for you?*

Reference 1
Name: FRANK CEPEDA Phone#: 956-631-3067
Address: 1305 E. Nolana, Suite G, McAllen, Tx. 7850 Fax#: 956-631-4683
Company: FRC CONSTRUCTION

Reference 2
Name: RONNIE CRUZ Phone#: 956-682-5022
Address: 605 E. Violet, Suite 5, McAllen, Tx. 78501 Fax#: 956-682-5089
Company: ALLIED ENTERPRISES

Reference 3
Name: ABEL CANTU Phone#: 956-968-6400
Address: 1015 N. Texas Blvd., Suite 20B, Weslaco, TX Fax#: 956-968-8444
Company: ITHACA INVESTMENTS

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

TECHNICAL KNOWLEDGE AND EXPERIENCE con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. LENGTH OF EXPERIENCE -1 *point has been assigned for each year*
5 points maximum may be received

State the number of years you have done professional heating and cooling work or general contracting work.
18 years

III. GENERAL - *1 point maximum has been assigned*

Are you a "Certified HUB" minority-owned or women-owned enterprise? yes

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units
B. Disposal old Window Air Conditioning Units and old Window Heat Pumps

TECHNICAL SPECIFICATIONS

1. Product information. Upon deemed qualified, proposer will be required to submit technical specifications for Window Air Conditioning Units. **PROPOSER'S SUBMISSION MUST INCLUDE WARRANTY INFORMATION, A 1-800 SERVICE NUMBER FOR THE USE OF CLIENTS AND/OR AGENCY STAFF AND DOCUMENTATION THAT THE PROPOSED PRODUCT MEETS ENERGY STAR RATING REQUIREMENTS.**

2. All window air conditioning units must be Energy Star Rated.

3. Product Installation. All window air conditioning units are to be delivered to CHCSA's main office. All window air conditioning units will be installed by CHCSA.

4. Product Disposal. All used/old units must be disposed according to Federal, State and Local code requirements, whichever is most restrictive. Used/old units must be destroyed beyond repair. Used/old cannot be repaired, retrofitted and/or sold. Used/old units will be maintained at CHCSA's main office until disposal is ordered, pick up by contractor will be required.

5. **Any additional cost should not be incurred, however, in the event, that additional costs do occur authorization from CHCSA must be obtained before contractor can proceed.**

EXHIBIT "E" con't

OPENED 9:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units

	Appliance	Window Unit		Quantity	Grand Total
1.	5, 000 BTU	$ 243.00	X	100	= $ 24,300.00
2.	6,000 BTU	$ 325.00	X	100	= $ 32,500.00
3.	8,000 BTU	$ 356.00	X	50	= $ 17,800.00
4.	10,000 BTU	$ 529.00	X	10	= $ 5,290.00
5.	12,000 BTU	$ 558.00	X	50	= $ 27,900.00
6.	15,000 BTU	$ 680.00	X	75	= $ 51,000.00
7.	18,000 BTU	$ 710.00	X	5	= $ 3,550.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section A & B Items 1-8 Equipment $ 3,401.00 **Grand Total $** 162,340.00

EXHIBIT "E" con't

OPENED 9:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

C. Disposal of Used/Old Window Air Conditioning Units and/or Heat Pumps

Appliance	Labor		Quantity*	Grand Total
1. Window Air Conditioning Unit and/or Heat Pump	$ 35.00	X	400	= $ 14,000.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section C Item 1	Labor $ 35.00	**Grand Total $** 14,000.00

OPENED 9:35 5-25-11 Witnessed

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Window Air Conditioning Units
Item #1-7

Section A Grand Total $ 162,340.00

Disposal of Old Window AC Units/Heat Pumps
Item # 1

Section B Grand Total $ 14,000.00

Total Price

Section A-B Grand Total $ 176,340.00
PLEASE ENSURE TOTALS PER SECTION ARE ACCURATE

Proposer's Signature: _____ **Date:** 5/19/11

EXHIBIT "F"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

CERTIFICATION

Proposer's and Company Name: Other Company Names or DBA's	AIR-PLUS HEATING & COOLING, INC.
SSN or Employer's Federal ID Number	74-2909990
Mailing Address:	711 E. WISCONSIN RD. EDINBURG, TX. 78539
Telephone: E-mail:	956-381-5891 lupitagairplus@gmail.com
FAX:	956-381-5461

I understand that Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration's List of Parties Excluded from Federal Procurement or Non Procurement Programs.

I understand that I must carry adequate general liability and worker's compensation insurance. This insurance must be applicable to work done in **Hidalgo** County and must be in effect during the entirety of the contract period. Evidence of such insurance must be presented prior to the execution of the contract.

I understand that all work must be completed according to the Texas Department of Housing and Community Affairs and CHCSA's guidelines and conform to all applicable codes and general specifications.

I certify that I am not a board member, officer, employee or former employee or agent of CHCSA nor am I a family member, spouse of a board member, officer, employee or agent of CHCSA.

I have been provided a copy of the heating and cooling Request for Proposal package, reviewed the documents, and certify that all equipment will meet or exceed these standards and specifications.

I understand that I cannot alter any work without authorization from CHCSA.

I agree to provide CHCSA a sixty (60) day no interest charge for payment. Payments are made as window air conditioning units are delivered or disposed of and complete documentation is submitted.

I agree to provide proposed services without frequent delays.

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No:

CERTIFICATION con't

I understand that I must provide a one-year warranty on all work and that failure to complete warranty work may result in debarment from future heating and cooling contracts.

I understand that I must complete all work within the time period specified in the contract.

I understand that frequent client complaints will be just cause for contract termination.

I understand that failure to comply with contract requirements will be just cause for contract termination and will result in debarment from future heating and cooling contracts.

I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunity.

I understand that selected contractor(s) may be required to undergo background and credit verification prior to execution of contract.

I understand that CHCSA reserves the right to reject any and all Request for Proposals.

No member, officer, agency or employees of CHCSA shall be personally liable concerning any matters arising out of or in relation to the commitment heating and cooling funds with regards to feasibility or validity of the proposed subject.

I hereby certify that prices quoted in Exhibit E shall be the delivered price at any work site within the stated service delivery area (Hidalgo County) and shall include all packaging, handling shipping and delivery charges. I understand that County of Hidalgo Community Service Agency is exempt from state and local taxes and have therefore not included taxes in the pricing provided herein. I acknowledge that these prices must remain in effect throughout the original contract period and each extension period mutually agreed upon thereafter. I further certify that the quoted materials meet the specifications contained in this quotation document and will provide proof of same immediately upon request by CHCSA.

Leocadio Guerrero	/	/ 5/19/11
Proposer's Name (please print)	Proposer's Signature	Date

EXHIBIT "G"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, Leocadio Guerrero, authorized representative for Air-Plus Heating & Cooling, Inc.
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $750,000.00 General Liability: $ 1,000,000.00

☒ have already been met, see attached copy of insurance certificate.

Authorized Representative

5/19/11
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

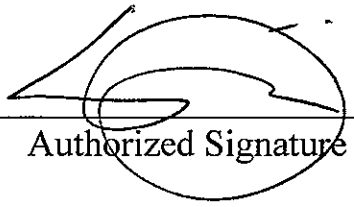
PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Leocadio Guerrero, possess all of the APPLICABLE:

1. Licenses: Air Conditioning Contractor License.
2. Bonds: City.
3. Certificates: Indoor Air Quaility Asso. certified - Res-Light Commercial and Air Balance
4. Permits: City.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

5/19/11.
Date

AIR-PLUS HEATING & COOLING, INC.
Company

711 E. WISCONSIN RD.
Address

EDINBURG, TEXAS 78539.
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.**

AIR-PLUS HEATING & COOLING, INC.

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.**

N/A

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

Leocadio Guerrero

5/19/11

Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Leocadio Guerrero, 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 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: _____ President/Owner

Subscribed and sworn to before me this 19th day of May, 2011.

Lucy Pena
Notary Public

My commission expires: September 20, 2014.

NOTARY PUBLIC STATE OF TEXAS
LUCY PENA
My Commission Expires
September 20, 2014

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: AIR-PLUS HEATING & COOLING INC **Telephone No.** (956) 381-5891

dba Name:

Legal Name:

Mailing Address : 711 E. WISCONSIN RD. **Fax No.** (956) 381-5461

Physical Address: 711 E. WISCONSIN RD.

City, State, Zip EDINBURG, TX. 78539 **Tax I.D. No.** 74-2909990

Remit to Address : P.O. Box 261 **City, State, Zip** Edinburg, Tx. 78539

E-Mail Address: lupitagairplus@gmail.com

Representative(s) Name(s) & Title(s) Leocadio Guerrero, President/Owner

Type of Organization (check one): ____ Individual ____ Partnership __X__ 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. 74-2909990

State of Incorporation: Texas **Date:** ____ **Other:** ____

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization __X__ Other, Specify Air-Conditiong Contractor

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Leocadio Guerrero, President/Owner

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
- X Less than 499,000 annual gross receipt
- • More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- • Black American
- X Hispanic American
- • Asian Pacific American
- • Native American
- • Women
- • Other

Have you been certified as a HUB or an MBE/WBE source?: X Yes • No

Indicate Certification No.(s): 1742909990000 **or are Certificate(s) attached?:** X Yes • No

What type of product(s) is/are solicited by your company? Central Air & Heat Installation, Service & Repai

Would you like to be provided with specifications for procurements of such products?: X Yes • No

To Be Completed by the County: Rec'd by (Purchasing): ____ **Date Rec'd by (Purchasing):** ____

Date Forwarded Information to Auditor's Office: ____ **Entry Date:** ____ **Vendor No.:** ____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: •X Yes • •No

If yes, by whom?: •X Texas Building & Procurement Commission • •Other_____

Indicate Certification No(s).:1742909990000 or Are Certificate(s) Attached?: •X Yes • •No

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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: _____

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Form **W-9**
(Rev. January 2011)
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/disregarded entity name, if different from above

AIR-PLUS HEATING & COOLING, INC.

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
711 E. WISCONSIN RD.

Requester's name and address (optional)

City, state, and ZIP code
EDINBURG, TEXAS 78539

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 the "Name" line 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

			-			-				

Employer identification number

7	4	-	2	9	0	9	9	9	0

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. citizen or other U.S. person (defined below).

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 ▶** [signature] **Date ▶** 5/19/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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 following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

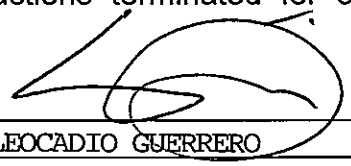
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: LEOCADIO GUERRERO
Title: President/Owner
Telephone Number: 956-381-5891
Date: 5/19/11

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Market Volatility and Unit Price Adjustments:

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

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification

to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-126-00-00

THIS CONTRACT is made and entered into this **0th** day of **Month, 2011** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____. ("Company")

WHEREAS, Company responded to advertised notices for proposals for **"Purchase and Disposal of Window Air Conditioning Units"** (the "Services") for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, as copy of such specifications is attached hereto as Exhibit "A" respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of Hidalgo County awarded the proposal 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 within the **County of Hidalgo Community Service Agency** of Hidalgo County, Texas, 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 the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on Month 00, 2011 and end on Month 00, 2012 with the County's option to extend the contract for four (4) additional one (1) year terms.

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. 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.

6. Company shall ensure that no funds under this Contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers" Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "G" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. 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.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

18. 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 manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. 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:

20. 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.

21. This Contract 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.

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. 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:

1. Meet schedules:
2. Pay any required fees or taxes; or
3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the "Act"). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or

gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than **"Purchase and Disposal of Window Air Conditioning Units"** contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

45. All truck 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.

46. In no event shall Company be liable for special, indirect consequential, or liquidated damages for default or delay caused by the County.

WITNESS our hands in duplicate originals this ____ day of_____, 2011.

By: _____

Ramon Garcia, Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

COMPANY: .

By:_____

Printed Name:_____

Title:_____

Approved on Commissioners' Court_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

J. A. (TONY) SANCHEZ, P.C.

Certified Public Accountant

4008 N. 22nd Street • McAllen, Texas 78504
Tel: (956) 618-1040 • Fax: (956) 618-1041

I have compiled the accompanying statement of assets, liabilities, and equity – income tax basis of AIR PLUS HEATING & COOLING, INC., (an S-Corporation), as of December 31, 2010 and the related statement of revenues and expenses – income tax basis, for year then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the income tax basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Tony Sanchez, CPA
A Professional Corporation

March 29, 2011

AIR PLUS HEATING & COOLING, INC.
STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
DECEMBER 31, 2010

ASSETS

CURRENT ASSETS:		
CASH ON HAND	$ 1,020.22	
CAPITAL ONE - 3820348337	(544.89)	
A/R GUERRERO INVESTMENTS	3,338.81	
A/R - TRADE	195,001.92	
INVENTORY	30,000.00	
TOTAL CURRENT ASSETS:		$ 228,816.06
PROPERTY & EQUIPMENT:		
MACHINERY & EQUIPMENT	35,350.59	
OFFICE FURN & EQUIPMENT	4,428.00	
VEHICLES	278,539.72	
LEASEHOLD IMPROVEMENTS	8,281.45	
ACCUMULATED DEPRECIATION	(214,041.03)	
TOTAL PROPERTY & EQUIPMENT:		112,558.73
TOTAL ASSETS		$ 341,374.79

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
DECEMBER 31, 2010

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:		
A/P - TRADE	$ 47,133.65	
PAYROLL TAX LIABILITIES	3,109.17	
TOTAL CURRENT LIABILITIES:		$ 50,242.82
LONG-TERM DEBT:		
N/P - ALLY: 2010 SIERRA	15,149.55	
N/P- ALLY: '10 CHEV SILV.	24,457.51	
N/P - TOYOTA FINANCIAL	5,890.81	
TOTAL LONG-TERM DEBT:		45,497.87
EQUITY:		
RETAINED EARNINGS	241,951.06	
COMMON STOCK	1,000.00	
EXCESS PAID CAPITAL	127,179.88	
SUB-S DISTRIBUTIONS	(69,000.00)	
CURRENT YEAR EARNINGS	(55,496.84)	
TOTAL EQUITY:		245,634.10
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		$ 341,374.79

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
STATEMENT OF REVENUES AND EXPENSES - INCOME TAX BASIS
FOR THE YEAR ENDED DECEMBER 31, 2010

	Year to Date Actual	Percent
REVENUES:		
SALES	$1,176,608.21	100.0
* TOTAL REVENUES:	1,176,608.21	100.0
COST OF SALES:		
COST OF GOOD SOLD	644,551.36	54.8
SUBCONTRACTORS - JOBS	27,840.35	2.4
* TOTAL COST OF SALES:	672,391.71	57.1
* GROSS MARGIN ON SALES	504,216.50	42.9
OPERATING EXPENSES:		
ADVERTISING	5,229.00	0.4
AUTOMOBILE EXPENSE	23,062.71	2.0
INTEREST & BANK CHARGES	2,567.08	0.2
COMMISSIONS	1,077.53	0.1
DEPRECIATION EXPENSE	31,809.00	2.7
DUES & SUBSCRIPTIONS	320.00	0.0
EMPLOYEE BENEFITS	1,314.25	0.1
INSURANCE - OTHER	6,282.00	0.5
INSURANCE - HEALTH	13,128.06	1.1
INSURANCE - AUTO	1,118.42	0.1
INSURANCE - WORK COMPS	12,764.00	1.1
PERMITS & LIC FEES - JOBS	2,766.57	0.2
MISCELLANEOUS	16.00	0.0
OFFICE EXPENSE	11,929.41	1.0
PROFESSIONAL FEES	6,310.00	0.5
RENT - BUILDING	37,500.00	3.2
REPAIRS & MAINTENANCE	742.74	0.1
RETIREMENT / IRA PLAN	7,498.74	0.6
TELEPHONE	4,507.57	0.4
MEALS & ENTERTAINMENT	60.71	0.0
UNIFORMS	309.22	0.0
UTILITIES	4,093.16	0.3
SALARIES & WAGES	344,326.17	29.3
SUPPLIES/TOOLS	429.20	0.0
TAXES - FRANCHISE	3,323.44	0.3
TAXES - SALES TAXES	4,005.80	0.3
TAXES - PAYROLL	33,222.56	2.8
* TOTAL OPERATING EXPENSES:	559,713.34	47.6
* NET OPERATING INCOME	(55,496.84)	(4.7)
* NET INCOME	$ (55,496.84)	(4.7)

SEE ACCOUNTANT'S REPORT

Client#: 9391 AIRPLUS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	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:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Air Plus Heating & Cooling Inc 711 East Wisconsin Edinburg, TX 78539	INSURER A : Texas Mutual Insurance Company	22945
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001174985	12/15/2010	12/15/2011	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **
Voluntary Compensation
(See Attached Descriptions)

CERTIFICATE HOLDER

County of Hidalgo Community
Service Agency
2524 N Closner
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

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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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/17/2011

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PRODUCER PRIME INTEGRITY INSURANCE AGENCY 801 N Ware Road McAllen, TX 78501	CONTACT NAME: PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-752 E-MAIL ADDRESS: primeintegrity@att.net
	INSURER(S) AFFORDING COVERAGE — NAIC#
	INSURER A: Cypress Texas Lloyds
INSURED Air Plus Heating & Cooling 711 E Wisconsin Edinburg, TX 78539 956-381-5891	INSURER B: Travelers
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -01	3/24/2011	3/24/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ 100,000 $ 5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA8336X706	5/7/2011	5/7/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	750,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	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						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Community Service Agency 2802 S Business Highway 281 Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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STATE OF TEXAS

LEOCADIO GUERRERO

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

AIR PLUS HEATING & COOLING INC

LIC.# TACLB12033C
EXPIRES 11/06/2011

TEXAS DEPARTMENT OF LICENSING AND REGULATION

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

AIR-PLUS HEATING & COOLING, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 22-APR-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742909990000
File/Vendor Number: 29544
Approval Date: 20-APR-2011
Expiration Date: 20-APR-2015

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

INDOOR AIR QUALITY ASSOCIATION

2005 INDIVIDUAL MEMBERSHIP CERTIFICATE

THIS DOCUMENT IS TO CERTIFY THAT

Leo Guerrero

Membership ID #2511

IS A MEMBER IN GOOD STANDING AND ENTITLED TO ALL RIGHTS & PRIVILEGES OF ASSOCIATION MEMBERSHIP

ASSOCIATION INC.

Glenn E. Fellman, Executive Director

CERTIFIED RESIDENTIAL AND LIGHT COMMERCIAL AIR BALANCING AND DIAGNOSTIC TECHNICIAN

LEOCADIO GUERRERO

Has successfully participated in the training and passed a required written examination by the

NATIONAL BALANCING INSTITUTE

to perform HVAC airflow diagnostics and air balancing for residential and light commercial systems according to NBI standards and practices.

National Balancing Institute NBI CERTIFIED 02-017-08

February 27, 2002

Rob Falke, National Balancing Institute

EXHIBIT "E"

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units
B. Disposal old Window Air Conditioning Units and old Window Heat Pumps

TECHNICAL SPECIFICATIONS

1. Product information. Upon deemed qualified, proposer will be required to submit technical specifications for Window Air Conditioning Units. **PROPOSER'S SUBMISSION MUST INCLUDE WARRANTY INFORMATION, A 1-800 SERVICE NUMBER FOR THE USE OF CLIENTS AND/OR AGENCY STAFF AND DOCUMENTATION THAT THE PROPOSED PRODUCT MEETS ENERGY STAR RATING REQUIREMENTS.**

2. All window air conditioning units must be Energy Star Rated.

3. Product Installation. All window air conditioning units are to be delivered to CHCSA's main office. All window air conditioning units will be installed by CHCSA.

4. Product Disposal. All used/old units must be disposed according to Federal, State and Local code requirements, whichever is most restrictive. Used/old units must be destroyed beyond repair. Used/old cannot be repaired, retrofitted and/or sold. Used/old units will be maintained at CHCSA's main office until disposal is ordered, pick up by contractor will be required.

5. **Any additional cost should not be incurred, however, in the event, that additional costs do occur authorization from CHCSA must be obtained before contractor can proceed.**

EXHIBIT "E" con't

OPENED 1:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

A. Window Air Conditioning Units

	Appliance	Window Unit		Quantity	Grand Total
1.	5, 000 BTU	$ 243.00	X	100	= $ 24,300.00
2.	6,000 BTU	$ 325.00	X	100	= $ 32,500.00
3.	8,000 BTU	$ 356.00	X	50	= $ 17,800.00
4.	10,000 BTU	$ 529.00	X	10	= $ 5,290.00
5.	12,000 BTU	$ 558.00	X	50	= $ 27,900.00
6.	15,000 BTU	$ 680.00	X	75	= $ 51,000.00
7.	18,000 BTU	$ 710.00	X	5	= $ 3,550.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section A & B Items 1-8 Equipment $ 3,401.00 **Grand Total $** 162,340.00

EXHIBIT "E" con't

OPENED 9:35 5-25-11 Witnessed

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

C. Disposal of Used/Old Window Air Conditioning Units and/or Heat Pumps

Appliance	Labor		Quantity*	Grand Total
1. Window Air Conditioning Unit and/or Heat Pump	$ 35.00	X	400	= $ 14,000.00

***QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY**

Total for Section C Item 1	Labor $ 35.00	**Grand Total $** 14,000.00

OPENED 9:35 5-25-11 Witnessed

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Window Air Conditioning Units
Item #1-7

Section A Grand Total $ 162,340.00

Disposal of Old Window AC Units/Heat Pumps
Item # 1

Section B Grand Total $ 14,000.00

Total Price

Section A-B Grand Total $ 176,340.00
PLEASE ENSURE TOTALS PER SECTION ARE ACCURATE

Proposer's Signature: _____ **Date:** 5/19/11

EXHIBIT "G"

Client#: 9391 AIRPLUS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Air Plus Heating & Cooling Inc 711 East Wisconsin Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Texas Mutual Insurance Company — 22945 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001174985	12/15/2010	12/15/2011	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **
Voluntary Compensation
(See Attached Descriptions)

CERTIFICATE HOLDER

County of Hidalgo Community
Service Agency
2524 N Closner
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

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)

Proprietors/Partners/Executive Officers/Members Excluded:
Lupita Guerrero, Treasurer

08/02/2011 09:49 9563815461 AIR PLUS PAGE 02/02

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 5/17/2011

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PRODUCER PRIME INTEGRITY INSURANCE AGENCY 801 N Ware Road McAllen, TX 78501	CONTACT NAME: PHONE (A/C, No, Ext): (956) 686-1100 FAX (A/C, No): (877) 241-7525 E-MAIL ADDRESS: primeintegrity@att.net
	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: Cypress Texas Lloyds INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Air Plus Heating & Cooling 711 E Wisconsin Edinburg, TX 78539 956-381-5891	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GTX-1006117 -01	3/24/2011	3/24/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ 100,000 $ 5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA8336X706	5/7/2011	5/7/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	750,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Community Service Agency
2802 S. Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED

AI-27839 **15. F. 1.**
CC REGULAR
Meeting Date: 08/16/2011
Submitted For: Martha L. Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation by Community Service Agency of grid of responses received with recommendation for the purpose of award and approval of contract by CC to the most qualified proposal received meeting all specifications/requirements/criteria as attached hereto for "Hidalgo County Community Service Agency–Purchase and Disposal of Window Units" RFP #2011-126-05-25-YSI.

BACKGROUND

Agreement approved as to form by legal counsel on 04-29-11

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funds available through Community Service Agency's Department.

Attachments

ai request.27839
csa recomend.27893
acceptance sheet
scoring grid
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2011 01:40 PM
Erika Zamora	Angela Garcia	08/04/2011 09:03 AM
Purchasing Department	Marty Salazar	08/10/2011 01:05 PM
Erika Zamora	Erika Zamora	08/11/2011 02:53 PM
Auditor's Office	Arcilia Duran	08/11/2011 04:08 PM
Purchasing Department	Marty Salazar	08/11/2011 04:39 PM

Form Started By: Yvette Islas Started On: 08/02/2011 11:29 AM

Final Approval Date: 08/11/2011

2. AI-28041 Requesting approval of Work Authorization #4 in the amount of $4,496.64 from L&G Engineering Laboratory, LLC to provide Construction Materials Testing Services for Mile 12½ North Road (between FM 88 & Mile 4) Project in Hidalgo County Precinct 1 in connection with Contract #C-10-319-10-19 (approved by CC on 10/19/10).

3. AI-27957 a. Pursuant to current contract with L&G (Article 14 of Contract #C-11-054-04-12), a request by engineer to permit the subcontracting of Ergonomic Transportation Solution Inc. in connection to request for action on Work Authorization #2 of the Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road In Precinct 1; and

b. Acceptance and approval of Work Authorization #2-in the amount of $5,900.00 to conduct a Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road in Precinct 1 as submitted by the project Engineer L&G Engineering in connection with Contract #C-11-054-04-12-Professional Engineering Services On-Call Services-MPO and HCRMA, Traffic Studies County Wide Projects.

C. Pct. 3

1. AI-28008 a. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "Mile 2 Road Project (Moorefield Road to La Homa Road) for Precinct No. 3 ," with L & G Consulting Engineers Inc., as authorized & approved for negotiations by CC on 06/29/11.

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $490,606.33) for provision of engineering services required by Pct. #3 consisting of: ROW Mapping, Surveying, Right-of-Way Acquisition and Roadway Design for Mile 2 North Project from Moorefield Rd West to SH 364 (La Homa Rd)" with L&G Engineering under contract No. C-11-195-08-16

2. AI-28007 Approval to execute contract awarded by CC on 07/19/11 to Valley Boring Service, LLC., in the amount of $73,160.00 for the ""Drainage Improvements to 2 Mile Line Abram Rd." 36" Dry Bore Method under H.C.I.D. No. 6 Canal," and authorize project engineer, Javier Hinojosa Engineering, to issue and forward "Notice to Proceed" to contractor,.

3. AI-27948 Requesting approval of a professional architectural services contract with ERO Architects for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 3 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/21/11).

4. AI-28006 Acceptance and approval to execute a Construction Material Testing Services contract with L&G Engineering Laboratory LLC for Precinct No. 3 (on an as needed basis) Projects as approved by CC for negotiations on CC 07/12/11.

D. Health & Human Services Dept.

1. AI-27956 Requesting approval of Change Order No. 3 inceasing number of days for completion of project: "Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements", awarded to The 5125 Company Contract No. C-10-050-03-23 with authority for County Judge or Court Member to execute document.

E. WIC

1. AI-27487 Presentation of bid(s) received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract by Commissioners Court for the Request for Bid titled: Hidalgo County WIC Program-"Lease Office Space-City of Donna" through project No.: 2011-151-07-06-SGS.

F. Community Service Agency

1. AI-27839 Presentation by Community Service Agency of grid of responses received with recommendation for the purpose of award and approval of contract by CC to the most qualified proposal received meeting all specifications/requirements/criteria as attached hereto for "Hidalgo

County Community Service Agency–Purchase and Disposal of Window Units" RFP #2011-126-05-25-YSI.

G. Sheriff's Office

1. **AI-27942** Presentation of bid(s) received for the purpose of award and approval of contract(s) by CC to vendors submitting lowest pricing and meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office-Commissary Supplies through RFB No. 2011-083-06-15-SMA.

approved

2. **AI-28020** Requesting approval of Supplemental Agreement No. 1 to C-08-223-11-04, (an increase in the amount of $7,620.80),for current contract with Dos Logistics, Inc. for the Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area, to reflect additional construction staking required.

approved

16. Closed Session:
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-27986 Claim of Elvia Rodriguez

E. AI-27988 Claim of City of Penitas

F. AI-28050 CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

17. Open Session:

A. Real Estate Acquisition and appropriation for same

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-27987 Claim of Elvia Rodriguez

E. AI-27989 Claim of City of Penitas

F. AI-28052 CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

18. Closed Session:
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

19. Open Session:
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

20. Adjourn

From: Thelma Vasquez
To: Yvette Islas
Subject: Window Unit Contract #C-11-126-08-16
Date: Tuesday, July 10, 2012 8:43:46 AM

Good Morning,

I apologize for the late response, just getting caught up with other stuff. I hope you are doing well. Now for the matter at hand, yes we do want to extend the contract for the purchase and disposal of window units with Air Plus Heating & Cooling, Inc. Contract date is August 16, 2012, right? Please llet me know when it will be on Commissioner's Court.

Have a great day!

Thelma Vasquez
Program Specialist
County of Hidalgo Community Service Agency
(956) 383-6250 ext 44

AI-33313 **8. M.**

CC CONSENT

Meeting Date: 07/31/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-11-310-01-24, Invoice #3177 for Minnesota Rd. Project in the amount of $6,000.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-065-0-711

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

BUDGETARY IMPACT:

PO#675768 has available balance.

(I Road to Maya Road)

Attachments

Inv.3177

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/18/2012 04:01 PM
Roland Garcia	Rolando Garcia	07/19/2012 11:25 AM
Auditor's Office	Angela Garcia	07/27/2012 04:51 PM

Form Started By: Katia Garcia Started On: 07/18/2012 01:23 PM

Final Approval Date: 07/27/2012

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm F - 486 • Surveying Firm #101650-00

Invoice Number 3177
Date 7/12/2012
Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: Minnesota Road Parcel Surveys

Project No.: ENG11.103
Contract No.: C-11-310-01-24(WA#3)
PO No. 675768

Const. Cost
% of Const. Cost
Billing Fee 12,000.00

Phase	*Phase Fee*	*% Complete*	*Fee Earned*	*Prior Billing*	*Current Fee*
Boundary Survey Parcels	9,600.00	50.00%	4,800.00		4,800.00
Title Reports	2,400.00	50.00%	1,200.00		1,200.00

PO # 675768
2-1200-431-00-122-065-0-711
Req # 215101

Balance Due **$6,000.00**

INVOICE RECEIVED BY:
Elizabeth Martin ON 7/12/12
GOODS/SERVICES RECEIVED BY:
Hector Tito Palacios ON 7/12/12

R. Gutierrez Engineering Corporation

Minnesota Road

Parcel List

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
1	Consuelo Borrego Vera		0.679 acre of land out of a 4.910 acre tract out of 16.34 acres being described as the north half of Lot 4, Blk 5 John Closner Subd.	X		3177
2	Carlos Rodriguez & wife Adela B. Rodriguez		0.106 acre of land out of the north 0.561 acres out of Lot 4, Blk 17 RR Langley, John Closner Subd.	X		3177

R. Gutierrez Engineering Corporation

July 12, 2012

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Minnesota Road Parcel Surveys – Invoice
ENG11.103

Dear Commissioner Palacios:

Enclosed is an invoice for the above referenced project. We have completed 2 survey parcels and submitted them to your right-of-way agent. .

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgec.net

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Minnesota Road Parcel Surveys
PROJECT NO.: ENG11.103
DATE: July 12, 2012

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	7/12/2012	Invoice No. 3177
1	7/12/2012	Cover letter with Parcel List

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
JUL 12 2012

Copy Distribution: file

Received by: Elizabeth Morris

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgec.net