AI-38197 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Proclamation proclaiming the month of May as "Elder Abuse Prevention Month"

BACKGROUND

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2013 04:38 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Monica Badillo Started On: 04/11/2013 04:15 PM

Final Approval Date: 04/26/2013

Proclamation

WHEREAS, *People who are elderly or have disabilities have contributed to the general welfare of this County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and*

WHEREAS, *These residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and*

WHEREAS, *Abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and*

WHEREAS, *In 2012, there were* ***98,290 completed cases*** *of elderly and disabled persons abuse in Texas, of which* ***60,854 were confirmed****; and*

WHEREAS, *Elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and*

WHEREAS, *Elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and*

WHEREAS, *Many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need;*

NOW, THEREFORE, the County of Hidalgo Commissioners' Court does hereby proclaim the month of ***May 2013*** *to be:*

"Elder Abuse Prevention Month"

in Hidalgo County, and urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

In witness whereof, hereunto signed officially and caused the Official Seal of Hidalgo County to be affixed on this 30th of April, 2013.

_____

Ramon Garcia, County Judge

_____ _____

A.C. Cuellar, Jr., Commissioner, Pct. 1 *Joe M. Flores, Commissioner, Pct. 3*

_____ _____

Hector "Tito" Palacios, Commissioner, Pct. 2 *Joseph Palacios, Commissioner, Pct. 4*

AI-38358 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Karina Cardoza **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution honoring Sheriff Guadalupe "Lupe" Trevino for being a recipient of the 2013 County Best Practices Award from the Texas Association of Counties.

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 02:42 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: SANDRA DELEON Started On: 04/22/2013 04:19 PM

Final Approval Date: 04/26/2013

RESOLUTION HONORING THE HIDALGO COUNTY SHERIFF'S OFFICE FOR RECEIVING THE 2013 "BEST PRACTICES" AWARD

WHEREAS, the Hidalgo County Sheriff's Office, under the leadership of Sheriff Guadalupe "Lupe" Treviño, employs a community-oriented approach to reduce and prevent crimes, focusing on specialized police strategies that protect Hidalgo County residents; and

WHEREAS, one of the priorities of the Sheriff's Office has been to reduce and prevent domestic violence, particularly, by implementing an effective response strategy to better assist and protect victims of domestic violence; and

WHEREAS, recognizing that domestic violence is an issue that cannot be addressed solely by law enforcement, the Sheriff's Office collaborates with various agencies to analyze and address the problem of domestic violence; these partnerships help the Sheriff's Office understand the dynamics of violent relationships and focus their prevention outreach efforts; and

WHEREAS, the Sheriff's Office certified 20 deputies as Domestic Abuse Intervention Specialists to be a highly focused and specialized group in domestic violence; since the commencement of this program, the office has seen a decrease in the overall number of domestic violence incidents and a decrease in the number of repeat offenders; and

WHEREAS, the Sheriff Office's "Domestic Abuse Intervention Specialist" program was one six selected by the Texas Association of Counties to receive a 2013 County Best Practices Award; this is the second time in three years that the office has received this distinguished recognition.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors the Hidalgo County Sheriff's Office on this notable achievement, and thanks Sheriff Guadalupe "Lupe" Treviño and his staff for their continued dedication to the safety and security of Hidalgo County residents.

Dated this 30th day of April, 2013.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-38467 **County Judge's Office 6. D.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Acceptance of modification to the period of performance for the Energy Efficiency Conservation Block Grant DE-EE0000912 to September 30, 2013 with authorization for the County Judge to sign appropriate documents.

BACKGROUND

Attachments

form

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 02:56 PM
Olga Garza	Olga Garza	04/26/2013 04:19 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: SANDRA DELEON Started On: 04/26/2013 01:01 PM

Final Approval Date: 04/26/2013

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-EE0000912	002	03/31/2010	81.128

5. Awarded To	6. Sponsoring Office	7. Period of Performance
HIDALGO, COUNTY OF Attn: VALDE GUERRA 100 E CANO ST 2ND FL EDINBURG TX 785394582	Energy Effcy & Renewable Energy	03/31/2010 through 09/30/2013

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other	PL 110-140, EISA 2007 PL 111-5, Recovery Act 2009	13EE002523

11. Remittance Address	12. Total Amount	13. Funds Obligated
HIDALGO, COUNTY OF Attn: VALDE GUERRA 100 E CANO ST 2ND FL EDINBURG TX 785394582	Govt. Share: $3,539,500.00 Cost Share : $0.00 Total : $3,539,500.00	This action: $0.00 Total : $3,539,500.00

14. Principal Investigator	15. Program Manager	16. Administrator
Erika Reyna Phone: 956-318-2600	Todd G. Allen Phone: 720-356-1634	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
		See Attachment #2

20. Accounting and Appropriation Data

See Schedule

21. Research Title and/or Description of Project

RECOVERY ACT: COUNTY OF HIDALGO, TX ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Signature on File	
23. Name and Title	24. Date Signed	26. Name of Officer Rochelle M. Hass	27. Date Signed 04/25/2013

NAME OF OFFEROR OR CONTRACTOR
HIDALGO, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 103110834 The purposes of this modification are to: 1) Extend the period of performance, as shown in Block 7; 2) Update the DOE Award Administrator, as shown below. All other terms and conditions remain unchanged. DOE Award Administrator: Chris Kudola E-mail: chris.kudola@go.doe.gov Phone: 720-356-1675 DOE Project Officer: Todd Allen E-mail: todd.allen@go.doe.gov Phone: 720-356-1634 Recipient Business Officer: Erika Reyna E-mail: erika.reyna@hidalgocountyjudge.com Phone: 956-318-2600 Recipient Principal Investigator: Erika Reyna E-mail: erika.reyna@hidalgocountyjudge.com Phone: 956-318-2600 Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents. ASAP: Yes Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES				

Department of Energy
Washington, DC 20585

April 16, 2013

Mr. Jaime Longoria
Assistant Chief Administrator
County of Hidalgo
302 W. University
Edinburg, TX 78539

Subject: Period of Performance Modification to Energy Efficiency & Conservation Block Grant Program (EECBG) Grant DE-EE0000912

Dear Jaime,

I am pleased to inform you that your request for a modification to the period of performance of your EECBG grant has been favorably reviewed by the Department of Energy (DOE). Thank you for submitting the detailed information enabling us to evaluate this modification request. After thorough review of your request and the associated documentation, the Department concurs that a modification for an additional 6 months from the current period of performance end date is warranted. The DOE Procurement team assigned to this award will now effect the amendment. Your cognizant Project Officer will initiate a modification to your award to establish the project period extension and the DOE Procurement team assigned to this award will execute and issue the formal modification via FedConnect. DOE's Procurement team will work as quickly as possible to complete the formal modification, however, the modification may not be executed until after the current project period end date. In this case, recipients are advised that work undertaken after their project period end date is performed at the recipient's risk until the extension modification is approved. Once the extension modification is approved, all eligible, allocable, reasonable and allowable expenses incurred by the grantee for the EECBG project during that period following the original project period end date may be reimbursed.

EECBG is a critical element of the Recovery Act, delivering effective economic stimulus, job creation, and energy savings. To maintain our progress in these areas, EECBG and its partners must remain focused on performance, just as we have over the past three years.

Your program can be proud of its role in creating good jobs and defining the future of an efficient, clean-energy economy. We look forward to cooperating with you as we complete our part of the ARRA mission.

Best regards,

Ted Donat

Ted Donat
Program Lead
Energy Efficiency & Conservation Block Grant Program
Office of Energy Efficiency & Renewable Energy
U.S. Department of Energy

AI-38422 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to authorize Ramon Garcia, Hidalgo County Judge, to sign the Property Damage Release form to settle total loss auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 12/11/12

Attachments

Nat'l Unity Ins. Co. Property Damage Release Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:39 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Aida Alvarez Started On: 04/25/2013 08:17 AM

Final Approval Date: 04/26/2013

PROPERTY DAMAGE RELEASE

KNOW ALL BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of Twelve Thousand Four Hundred Twelve Dollars and Twenty Four Cents Dollars ($ 12,412.24) to be paid to County of Hidalgo, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Maria Isabel Corral Garza

and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen property damage and the consequences thereof resulting or to result from the occurrence on or about the 11th day of December, 20 12, at or near Hidalgo, Texas USA

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said released parties deny liability and intend merely to avoid litigation and buy their peace. The undersigned further declare(s) and represents(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

WITNESS(ES):

Witness

Date

SIGNATURE(S):

Signature

Signature

NOTARY: State of _____; County of _____; SS

On this _____ day of _____, 20_____, before me appeared _____

who is known to be the person(s) named herein and who voluntarily executed this release.

Notary Signature

Date Commission Expires

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http://www.claimspages.com

AI-38387 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from National Unity Insurance Company in the amount of $12,412.24 to settle total loss auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 12/11/12

Acct #: 3-1100-360-00-000-005-0-000

Attachments

National Unity Ins. Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 02:42 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Aida Alvarez Started On: 04/24/2013 09:47 AM

Final Approval Date: 04/26/2013

106390

National Unity Insurance Company
Claims Account II
15303 Huebner Road, Suite 1
San Antonio, TX 78248

Wells Fargo Bank

04/17/2013

AMOUNT

PAY: Twelve Thousand Four Hundred Twelve and 24 / 100 * $ * 12,412.24

VOID AFTER 180 DAYS

TO THE ORDER OF County of Hidalgo
PO Box 1356
(Attention: Safety Division)
Edinburg, TX 78540

MEMO: Full and Final Settlement on Claim

⑈0000106390⑈ ⑆121000248⑆ 4122164866⑈

106390

Claim Number
2.4271.2.PD
Claimant Name
County of Hidalgo
Policy Number
ANU-UAA7908200001

Check Amt: $ 12,412.24
Check Date: 04/17/2013
Adjuster: jordanf
Invoice No:
Invoice Date: 04/17/2013
Date Of Loss: 12/11/2012
Service Dates: 04/17/2013 04/17/2013
Payee Name: County of Hidalgo
PO Box 1356
(Attention: Safety Division)
Edinburg, TX 78540

Comment
Full and Final Settlement on Claim

106390

Claim Number
2.4271.2.PD
Claimant Name
County of Hidalgo
Policy Number
ANU-UAA7908200001

Check Amt: $ 12,412.24
Check Date: 04/17/2013
Adjuster: jordanf
Invoice No:
Invoice Date: 04/17/2013
Date Of Loss: 12/11/2012
Service Dates: 04/17/2013 04/17/2013
Payee Name: County of Hidalgo
PO Box 1356
(Attention: Safety Division)
Edinburg, TX 78540

Comment
Full and Final Settlement on Claim

UNIVERSAL CLAIMS SERVICES, INC.
P.O. BOX 5609
MCALLEN, TX 78502-5609
PHONE: (956) 994-1277 FAX: 994-9958

***** ESTIMATE *****

01/16/2013 11:16 AM

Owner

Owner: Hidalgo Co.

Control Information

Loss Date/Time: 12/11/2012
Deductible: Unknown
File # : 01-40725CG
Company Contact: Montalvo Ins.
City State Zip: TX

Insured: Hidalgo Co.
Address: P.O Box 1356
City State Zip: Edinburg, TX 78540

Claim Rep: Sylvia Anciso
Contact: None

Loss Type: Collision
Accounting # :
FAX:

Work/Day: (956)318-2644
FAX:

Inspection

Inspection Date: 01/15/2013
Inspection Location: Sheriff's Office
City State Zip: Edinburg, TX 78540
Primary Impact: Rear

Appraiser Name: Charlie Guerra
Address:
City State Zip:
Email: uniclmsrv@aol.com

Inspection Type: Independent Field
Contact:
FAX:
Secondary Impact:

Appraiser License # :
Work/Day: (956)994-1277
FAX: (956)994-9958

Remarks

Constructive total loss

Vehicle

2008 Ford Expedition XLT 4 DR Wagon
8cyl Gasoline 5.4 3-valv
6-Speed Automatic

Lic.Plate: 104-1534
Lic Expire:
Prod Date:
Veh Insp# :
Condition: Fair
Ext. Color: White
Ext. Refinish: Two-Stage

Lic State: TX
VIN: 1FMFU15538LA58845
Mileage: 133,784
Mileage Type: Actual
Code: P8523B
Int. Color:
Int. Refinish:

Options

AM/FM CD Player
Anti-Lock Brakes
Camper/Towing Package
Cruise Control
Fender Flares
Head Airbags
Intermittent Wipers
Leather Steering Wheel
Overhead Console
Power Drivers Seat
Privacy Glass
Rear Window Defroster
Running Boards
Stability Cntrl Suspensn
Tilt Steering Wheel
Traction Control System
Velour/Cloth Seats

Alarm System
Automatic Dimming Mirror
Captain Chairs (2)
Dual Air Conditioning
Floor Mats
Heated Power Mirrors
Keyless Entry Keypad
Lighted Entry System
Power Brakes
Power Steering
Rear Heater
Rear Window Wiper/Washer
Side Airbags
Tachometer
Tinted Glass
Trailer Hitch

Aluminum/Alloy Wheels
Bodyside Cladding
Center Console
Dual Airbags
Fog Lights
Illuminated Visor Mirror
Keyless Entry System
MP3 Player
Power Door Locks
Power Windows
Rear Seat Audio Controls
Roof/Luggage Rack
Skid Plates
Theft Deterrent System
Tire Pressure Monitor
Trunk/Cargo Organizer

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
1	I	M00		Unibody-Frame Incl Setup	Repair				4.5*	SM
2	BR	289	13	Pnl,Rear Door Outer LT	Blend Refinish				2.1	RF
3	E	341		Panel,Roof	7L1Z7850202B	$793.93			25.2	SM
4	L	341		Panel,Roof	Refinish				5.0	RF
5	E	363		Reinf,Roof	5L1Z7841304AA	$163.35			1.5	SM
6	L	363		Reinf,Roof	Refinish				0.5	RF
7	E	364		Reinf,Roof	8L1Z7841306A	$80.07			1.5	SM
8	L	364		Reinf,Roof	Refinish				0.5	RF
9	EU	389		Panel,Quarter LT	LIKE KIND & QUAL.PRT	$750.00*	+25.00		15.7	SM
10	L	389		Panel,Quarter LT	Refinish				4.3	RF
11	NG	325		Glass,Quarter Tinted LT	NAGS DQ11493-YP	$658.25	-30.00		INC	SM
12	EU	479		Tailgate Assembly	LIKE KIND & QUAL.PRT	$850.00*	+25.00		1.4	SM
13	L	479		Shell,Tailgate	Refinish				3.4	RF
14	E	486	01	Pnl,T/G Inner Trim	9L1Z7846404AB	$200.37			INC	SM
15	E	515		Panel,Rear Body	XL1Z7811323AA	$464.65			7.1	SM
16	L	515		Panel,Rear Body	Refinish				1.5	RF
17	I	589		Pan,Rear Floor	Repair				8.5*	SM
18	L	589		Pan,Rear Floor	Refinish				2.5	RF
19	EU	533		Lens,Taillamp LT	LIKE KIND & QUAL.PRT	$45.00*	+25.00		INC	SM
20	EU	559		Bumper Assembly,Rear >> Rey's Auto Salv.	LIKE KIND & QUAL.PRT	$450.00*	+25.00		INC	SM
21	L	559		Cover,Rear Bumper	Refinish				2.6	RF
22	E	M03		Flex Additive	Replace OEM	$3.00*				RF
23	I	M18		Set-Up And Measure	Repair				1.5*	FR
24	I	M49		Frame Mash,Rear	Repair				6.0*	FR
25	SB	M60		Hazardous Waste Removal	Sublet Repair	$5.00*				SM
26	E			Tire-Firestone >> LT265/70R17	Replace OEM	$179.95*			0.3*	SM*
27	SB			Decales	Sublet Repair	$350.00*				SM*
28	I			LKQ Parts Trim	Repair				3.0*	SM*

28 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts				$1,885.32	
Other Parts				$2,753.25	
Paint Materials				$500.00**	
Line Item Discount				$197.48-	
Line Item Markup				$523.75	
Parts & Material Total					$5,464.84
Tax on Parts & Material		@ 8.250%			$450.85

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$38.00	52.7	16.0	68.7	$2,610.60
Mech/Elec (ME)	$65.00				
Frame (FR)	$45.00		7.5	7.5	$337.50
Refinish (RF)	$38.00	22.4		22.4	$851.20
Paint Materials	$28.00				

Labor Total	98.6 Hours		$3,799.30
Sublet Repairs		$355.00	
Gross Total			**$10,069.99**
Less: Deductible			Unknown-
Net Total			**$10,069.99 TOTAL LOSS**

Alternate Parts No

Audatex Estimating 6.0.925 ES 01/16/2013 11:43 AM REL 6.0.925 DT 12/01/2012 DB 01/15/2013
Copyright (C) 2011 Audatex North America, Inc.

**** USER-ESTABLISHED THRESHOLD FOR PAINT MATERIALS HAS BEEN REACHED AND CALCULATED IN THIS ESTIMATE. ANY ADDITIONAL MATERIALS MAY REQUIRE FURTHER APPROVAL. ****
2.5 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.

THIS IS NOT A REPAIR AUTHORIZATION. NO SUPPLEMENT WITHOUT PRIOR APPROVAL.

Op Codes

* = User-Entered Value
EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance
E = Replace OEM
OE = Replace PXN OE Srpls
EP = Replace PXN
PM = Replace PXN Reman/Reblt
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage
NG = Replace NAGS
UE = Replace OE Surplus
EU = LIKE KIND & QUAL.PRT
UM = Replace Reman/Rebuilt
UC = Replace Reconditioned
N = Additional Labor
IT = Partial Repair
P = Check

SOUTH TEXAS COMMUNICATIONS
709 E. PECAN MCALLEN, TEXAS 78501 PHONE: 956-687-8591 FAX: 956-687-1735
1705 E. PRICE BROWNSVILLE, TEXAS 78521 PHONE: 956-544-4553 FAX: 956-544-4554

PROPOSAL

QUOTE # : 13-100142 **308** **3/19/2013**

HIDALGO-COUNTY OF-
SHERIFF OFFICE
711 ELCIBOLO RD
EDINBURG, TX. 78541

ATTN: RICHARD OZUNA
PH : 956-393-6022
FAX : 956-393-6021
MOBILE: 956-457-4236
EMAIL: RICHARD.OZUNA@HIDALGOSO.ORG
USER CONTACT RICHARD OZUNA
USER PHONE 956-393-6022
USER EMAIL RICHARD.OZUNA@HIDALGOSO.ORG

ITEM	MODEL	DESCRIPTION	QTY	EACH	AMOUNT
		UNIT# 395			
1	**L.R.PC**	REMOVE PRISONER CAGE	2	$ 50.00	$ 100.00
2	**L.R.LB.E**	REMOVE LIGHTBAR - EXTERNAL	1	$ 36.00	$ 36.00
3	**L.R.LSGR**	REMOVE LOCKING SHOTGUN RACK	1	$ 20.00	$ 20.00
4	**L.R.MVS**	REMOVE MOBILE VIDEO SYSTEM	1	$ 75.00	$ 75.00
5	**L.R.S.FM**	REMOVE SIREN - FRONT MOUNT	1	$ 20.00	$ 20.00
6	**L.R.SS.D**	REMOVE SIREN SPEAKER-DISG	1	$ 20.00	$ 20.00
7	**L.R.R.FM**	REMOVE RADIO - FRONT MOUNT	1	$ 30.00	$ 30.00
8	**L.R.FE**	REMOVE FIRE EXTINGUISHER	1	$ 3.00	$ 3.00
9	**L.R.SPS**	REMOVE STROBE POWER SUPPLY	1	$ 13.00	$ 13.00
10	**L.R.MC.L**	REMOVE MOBILE COMPUTER - LAPTOP	1	$ 20.00	$ 20.00
11	**L.R.CC**	REMOVE CENTER CONSOLE	1	$ 50.00	$ 50.00
12	**L.S.B - PSE**	LABOR SERVICE - REMOVE MODEM	1	$ 100.00	$ 100.00
		TOTAL EQUIPMENT / INSTALL / SERVICES PACKAGE			**$ 487.00**
		SALES TAX **0.00%**			**$ -**
		TOTAL			**$ 487.00**

SOUTH TEXAS COMMUNICATIONS
709 E. PECAN MCALLEN, TEXAS 78501 PHONE: 956-687-8591 FAX: 956-687-1735
1705 E. PRICE BROWNSVILLE, TEXAS 78521 PHONE: 956-544-4553 FAX: 956-544-4554

PROPOSAL

QUOTE # : 13-100143 **260** **3/19/2013**

HIDALGO-COUNTY OF-
SHERIFF OFFICE
711 ELCIBOLO RD
EDINBURG, TX. 78541

ATTN: RICHARD OZUNA
PH : 956-393-6022
FAX : 956-393-6021
MOBILE: 956-457-4236
EMAIL: RICHARD.OZUNA@HIDALGOSO.ORG
USER CONTACT RICHARD OZUNA
USER PHONE 956-393-6022
USER EMAIL RICHARD.OZUNA@HIDALGOSO.ORG

ITEM	MODEL	DESCRIPTION	QTY	EACH	AMOUNT
		UNIT# 395			
1	**L.I.PC**	INSTALL PRISONER CAGE	2	$ 125.00	$ 250.00
2	**L.I.LBE**	INSTALL LIGHTBAR - EXTERNAL	1	$ 150.00	$ 150.00
3	**L.I.LSGR**	INSTALL LOCKING SHOTGUN RACK	1	$ 50.00	$ 50.00
4	**L.I.MVS**	INSTALL MOBILE VIDEO SYSTEM	1	$ 350.00	$ 350.00
5	**L.I.S.FM**	INSTALL SIREN - FRONT MOUNT	1	$ 100.00	$ 100.00
6	**L.I.SS.D**	INSTALL SIREN SPEAKER - DISG	1	$ 100.00	$ 100.00
7	**L.I.R.FM**	INSTALL RADIO - FRONT MOUNT	1	$ 125.00	$ 125.00
8	**L.I.FE**	INSTALL FIRE EXTINGUISHER	1	$ 15.00	$ 15.00
9	**L.I.SPS**	INSTALL STROBE POWER SUPPLY	1	$ 50.00	$ 50.00
10	**L.I.MCL**	INSTALL MOBILE COMPUTER - LAPTOP	1	$ 100.00	$ 100.00
11	**L.I.CC**	INSTALL CENTER CONSOLE	1	$ 200.00	$ 200.00
12	**L.S.B - PSE**	LABOR SERVICE - INSTALL MODEM	1	$ 100.00	$ 100.00
		TOTAL EQUIPMENT / INSTALL / SERVICES PACKAGE			**$ 1,590.00**
		SALES TAX **0.00%**			**$ -**
		TOTAL			**$ 1,590.00**

SOUTH TEXAS COMMUNICATIONS
709 E. PECAN MCALLEN, TEXAS 78501 PHONE: 956-687-8591 FAX: 956-687-1735
1705 E. PRICE BROWNSVILLE, TEXAS 78521 PHONE: 956-544-4553 FAX: 956-544-4554

PROPOSAL

QUOTE # : 13-100144 **308** **3/19/2013**

HIDALGO-COUNTY OF-
SHERIFF OFFICE
711 ELCIBOLO RD
EDINBURG, TX. 78541

ATTN: RICHARD OZUNA
PH : 956-393-6022
FAX : 956-393-6021
MOBILE: 956-457-4236
EMAIL: RICHARD.OZUNA@HIDALGOSO.ORG
USER CONTACT TERRY CONTRERAS
USER PHONE 956-393-6019
USER EMAIL terry.contreras@hidalgoso.org

ITEM	MODEL	DESCRIPTION	QTY	EACH	AMOUNT
1	413201-05	**UNIT# 395** FED SIG CLEAR STROBE FREIGHT	4	$ 30.00	$ 120.00
		TOTAL EQUIPMENT			**$ 120.00**
		SALES TAX **0.00%**			**$ -**
		TOTAL			**$ 120.00**

UNIVERSAL CLAIMS SERVICES, INC.

P.O. Box 5609
McAllen, Texas 78502
Bus (956) 994-1277
Fax (956) 994-9958

INVOICE

IRS NO. 74-2705434

MONTALVO INSURANCE AGENCY, INC.
Attn: Sylvia Anciso
P.O. Box 2
Weslaco, Texas 78599

Dated 1/4/2013

Your No. _____ Agency Montalvo Insurance

Insured Hidalgo County Claimant HIDALGO COUNTY

Policy No. _____ Type Loss _____

Date Loss 12/11/2012 Our No. 001-40725

PLEASE INCLUDE OUR FILE NUMBER ON ALL PAYMENT CHECKS!

Appraisal	$110.00
Automobile 25 @ .85	$21.25
Telephone and Fax	$0.00
Office Expense Postage	$0.00
Other Expense (Itemize)	$0.00
Photos 7 @ $2.00	$14.00
00 Hours Drive Time @ $34.50	$0.00
	$0.00
	$0.00
Sub Total	$145.25
Sales Tax 0.%	$0.00
Total	$145.25

Thank You for the Assignment
Please Return Copy With Remittance
DUE UPON RECEIPT

AI-38345 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Endeavor General Agency, LLC in the amount of $1,871.95 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 02/03/12

Acct #: 3-1100-360-00-000-005-0-000

Attachments

Endeavor General Agency Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/23/2013 09:04 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Aida Alvarez Started On: 04/22/2013 02:02 PM

Final Approval Date: 04/26/2013

ENDEAVOR GENERAL AGENCY, LLC / PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL

50180

CHECK NUMBER: 50180
DATE ISSUED: April 10, 2013
ISSUING CODE: C
AMOUNT: $1,871.95
REASON: Property Damage Liability
ADJUSTER: MIKE GRAGG
CLAIM NUMBER: 2013-TXE01689-A
DATE OF LOSS: 02/03/2012
INSURED: SANDRA AYALA ELY
CLAIMANT: HIDALGO COUNTY ATTN: S

HIDALGO COUNTY ATTN: SAFETY DIVISION
PO BOX 1356
EDINBURG, TX 78540

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

ENDEAVOR GENERAL AGENCY, LLC
PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL
3723 SOUTH FM 551
ROYSE CITY, TEXAS 75189-5763

JPMORGAN CHASE BANK, N.A.
DALLAS, TEXAS

50180
32-61/1110

DATE April 10, 2013

AMOUNT $1,871.95

ONE THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 95/100 DOLLARS

PAY TO THE ORDER OF HIDALGO COUNTY
PO BOX 1356
EDINBURG, TX 78540

VOID AFTER 90 DAYS

PD - LOSS PAYMENT

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈050180⑈ ⑆111000614⑆ 6384??11??⑈

ENDEAVOR GENERAL AGENCY, LLC / PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL

50180

CHECK:
HIDALGO COUNTY
PO BOX 1356
EDINBURG, TX 78540

CHECK NUMBER: 50180
DATE ISSUED: April 10, 2013
ISSUING CODE: C
AMOUNT: $1,871.95
REASON: Property Damage Liability
ADJUSTER: MIKE GRAGG
CLAIM NUMBER: 2013-TXE01689-A
DATE OF LOSS: 02/03/2012
INSURED: SANDRA AYALA ELY
CLAIMANT: HIDALGO COUNTY ATTN: S

Purchase Order

COUNTY OF HIDALGO

PO#: 671934

DATE: 03/05/12

VENDOR: 3654 REQ:00212194

Email:

Phone:(956)381-4444

BERT OGDEN MOTORS, INC.
4221 SOUTH HWY 281
EDINBURG TX 78539

Vendor Acct:

BUYER:

SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024

SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		REPAIRS TO DRIVER SIDE DAMAGE TO UNIT 370		
1	LOT	EX PARTS	697.75	697.75
21	HRS	EX BODY LABOR	35.00	735.00
7.2	HRS	EX PAINT LABOR	35.00	252.00
7.2	HRS	EX PAINT SUPPLIES	26.00	187.20
1		UNIT: 370, YEAR: 2008, MAKE: FORD, MODEL: EXPEDITION, VIN: 1FMFU15558LA58832, PLATES: 1041500	.00	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,871.95
		********** For Hidalgo County use only **********		
		2-1100-421-00-280-001-0-432 1,871.95		
		Approved		

COPY

Authorized by: Martha L. Salazar

AI-38306 **Comm. Court Executive Office 7. F.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Noe Martinez, CC7 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

County Court #7:
Approval to process payment of invoices/claims from A Sign Language Company for interpreting services with authority for County Treasurer to issue payment after review and auditing procedures are completed by the County Auditor as follows:

Company	Invoice #	Invoice Date	Amount
A Sign Language Company	8811	12/17/12	261.25
		Total	261.25

BACKGROUND

Invoice is outstanding; previous administration did not obtain PO or submit for payment.

3-1100-412-00-027-001-0-831

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-027-001-0-831

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

BUDGETARY IMPACT:

Funds available in the amount of $300 in obj code 831.

User dept needs to create PO to pay for services rendered in 2012.

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 04:33 PM
Obdett Calzada	Obdett Calzada	04/26/2013 02:43 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Monica Badillo Started On: 04/18/2013

Final Approval Date: 04/26/2013

A Sign Language Company

Invoice

A Sign Language Company
2721 Fountain Plaza Blvd Ste A
Edinburg, Texas 78539

Phone # (956) 668-8233 & 956-... aslcom@aol.com
Fax # (956) 878-1618

Invoice #: 8811
Invoice Date: 12/17/2012
Due Date: 12/17/2012
Terms:
Project:
P.O. No.: [redacted]

Bill To:

County Court #7
100 N. Closner
Edinburg, Texas

Description	Hrs/Qty	Rate	Amount
Interpreting Services Provided by Raquel Taylor - RID Certified - on 12-18-12 at 1:30 Rolando Quesada vs. San Juanita Quesada Pay your bills online at: https://www.intuitbillpay.com/a-sign-language-company	2.75	95.00	261.25

Please call Raquel Taylor for any questions 956-533-1780 cell or office at 956-668-8233. Thank you.

Please Note: A finance charge of 1.5% per month will be applied to all past due invoices. Any changes to the billing address must be submitted in writing to A Sign Language Co. Thank you for your prompt payment.

Total	$261.25
Payments/Credits	$0.00
Balance Due	$261.25

AI-38228 **Constables 8. A.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Constable Celestino Avila Jr **Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Discussion, consideration, and approval to appoint Francisco Sanchez as Reserve Deputy Constable by Constable Celestino Avila Jr., Constable Precinct 1 in accordance with Texas Local Government Code Section 86.012.

BACKGROUND

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reserve Deputy Constables are not compensated from Co. funds; no fiscal impact to Co.

Attachments

local goverment code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/16/2013 02:33 PM
Obdett Calzada	Obdett Calzada	04/16/2013 03:27 PM
Auditor's Office	Angela Garcia	04/24/2013 10:52 AM
Obdett Calzada	Obdett Calzada	04/24/2013 11:04 AM
Purchasing Department	Marty Salazar	04/24/2013 04:53 PM

Form Started By: Joe Espinoza Started On: 04/12/2013 05:15 PM

Final Approval Date: 04/24/2013

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-38443 **Constables 8. B.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: CONSTABLE EDDIE GUERRA **Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4 Investigation HB 65 (1231):
Approval of 2013 appropriation of funds into the Constable Pct 4 Investigation 65 in the amount of $20,000.78 to fund police gear and training.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1231-421-00-294-003-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the Constable Pct. 4 Investigation HB 65 in the amount of $20,000.78.

Funds available in unreserved f/b as of 4-26-13.

Attachments

1231

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 08:04 AM
Manuel Chapa	Manuel Chapa	04/26/2013 11:41 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Nayla Munoz Started On: 04/25/2013 02:23 PM

Final Approval Date: 04/26/2013

DATE: April 25, 2013

2013
Appropriation

DEPARTMENT HEAD: J.E. "Eddie" Guerra

DEPARTMENT NAME: Constable Precinct 4

ACCOUNT NUMBER: 3-1231-421-00-294-003-0-XXX

Contact Person: Joel Rivera **Ph#** 956-383-8560 ext. 4302

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
3-1231-421-00-294-003-0-611	POLICE SUPPLIES		$1,922.65
3-1231-421-00-294-003-0-668	POLICE WEAPONS AND BULLET PROOF VESTS		$12,726.00
3-1231-421-00-294-003-0-601	OFFICE AND COMPUTER SUPPLIES		$159.95
3-1231-421-00-294-003-0-619	OTHER MISC SUPPLIES		$773.25
3-1231-421-00-294-003-0-664	OTHER MINOR EQUPT		$3,818.93
3-1231-421-00-294-003-0-584	REGISTRATION AND FEES		$350
3-1231-421-00-294-003-0-583	OUT OF COUNTY TRAVEL		$250.00
	TOTAL BUDGET INCREASE (DECREASE)		**$20,000.78**

REASON: TO APPROPRIATE THE 2013 INVESTIGATION HB 65 FUNDS (CHAPTER 59 FORFITURE MONIES) TO PURCHASE POLICE GEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-38466 **County Treasurer 9. A.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Norma G. Garcia, County Treasurer **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Discussion and possible action on Hidalgo County Wage Overpayment/Underpayment Policy
2. Discussion and possible action on Hidalgo County Wage Deduction Authorization Agreement

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. Policy discussion.

Attachments

agreement

policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 11:51 AM
Obdett Calzada	Obdett Calzada	04/26/2013 05:04 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Monica Badillo Started On: 04/26/2013

Final Approval Date: 04/26/2013

HIDALGO COUNTY TREASURER
PAYROLL DIVISION

OVERPAYMENT NOTIFICATION AGREEMENT

EMPLOYEE NAME: _____ DEPT NAME: _____

EMPLOYEE ID: _____DEPT # _____

DATE_____

PAY DATE(S) OVERPAYMENT OCCURRED AMOUNT OF OVERPAYMENT

_____/ _____/ _____ $ _____

_____/ _____/ _____ $ _____

REASON FOR THE OVERPAYMENT:

_____

_____

_____

EMPLOYEE OPTIONS	CHECK CHOICE
FULL PAYMENT BY DEDUCTION OF REGULAR PAY	
REPAYMENT IN INSTALLMENTS BY DEDCUCTION OF REGULAR PAY OVER AN AGREED UPON PERIOD OF TIME FOR AN AGREED UPON AMOUNT	

INSTALLMENT REPAYMENT SCHEDULE AND PAYMENT AMOUNT:

Payments to begin on pay period ___/____/____ thru pay period ending on ____/____/___, a deduction in the amount of $_____ from each regular pay period.

_____ _____

EMPLOYEE NAME: PRINTED EMPLOYEE SIGNATURE:

_____ _____

TREASURER PAYROLL DIVISION: PRINTED NAME SIGNATURE:

HIDALGO COUNTY
WAGE OVERPAYMENT POLICY / UNDERPAYMENT POLICY

I. PURPOSE

a. The County of Hidalgo takes all reasonable steps to ensure that employees receive the correct amount of compensation in each paycheck and that employees are paid promptly on the scheduled paydays. As part of this goal, the County has implemented policies and procedures for remedying and recouping compensation overpayments and underpayments to County employees.

II. GENERAL GUIDELINES

a. The County Treasurer's Payroll Division is responsible for making timely and accurate payments to County Employees. On occasion, due to unforeseen errors by one or various departments, employees may be paid in excess of or less than what he/she has earned. If an Elected Official or Department Head of the County becomes aware of an overpayment/underpayment, the Elected Official or Department Head is responsible for reporting it to the Payroll Division and for submitting a Change of Status to the Human Resources Department for correcting the employee's records. If an employee becomes aware of an overpayment/underpayment, he or she is responsible for reporting it to his or her supervisor, Elected Official or Department Head immediately.

b. No employee is entitled to retain any part in excess of the amount he or she has earned according to his or her approved budgeted salary and allowances. Employees must repay all amounts paid in excess, regardless of how the overpayment occurred. For employees who leave the County before full repayment has been made, the County is authorized to pursue repayment after separation and/or deduct from the employee's final paycheck any repayment amount not yet received. This includes accrued annual leave or compensatory time to which the employee may be entitled at separation.

c. If the County Treasurer's Payroll Division determines that an employee has been underpaid, the County will compensate the employee the difference owed as soon as practicable, usually by the next pay period.

III. NOTIFICATION

a. When the County Treasurer's Payroll Division discovers or is notified of an overpayment, Payroll will notify the affected employee and issue an Overpayment Notification Agreement to the Elected Official and/or Department Head, and the employee that includes the following:
    i. The amount of overpayment;
    ii. The date(s) on which the overpayment occurred;
    iii. The reason for overpayment;

iv. The employee's options for repayment.

b. The employee shall select an option for repayment, sign the Overpayment Notification Agreement, and return it to the Treasurer Payroll Division.

IV. REPAYMENT

a. If the employee receives an erroneous amount in excess of his or her regular pay, the employee shall select from the following options for repayment:

i. **Full repayment by deduction from the employee's regular pay**. This option should only be selected for erroneous amounts less than the employee's bi-weekly pay;

ii. **Repayment in installments by deduction from the employee's regular pay.** If this option is selected, the employee must schedule payments equal to the entire amount of the overpayment within a period of time specified by the County Treasurer and an agreed upon repayment schedule.

V. ACKNOWLEDGEMENT

a. I UNDERSTAND AND HAVE RECEIVED A COPY OF THE HIDALGO COUNTY WAGE OVERPAYMENT / UNDERPAYMENT POLICY AND HEREBY ACKNOWLEDGE THAT I AM EXPECTED TO ABIDE BY THIS POLICY.

b. FAILURE TO COMPLY WITH THIS POLICY MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.

_____

Employee Name (PRINT)

_____

Employee Signature

_____

Date

AI-38242 **District Courts 10. A.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: David Sinder, INDIGENT DEFENSE

Department: INDIGENT DEFENSE

Information

CAPTION

Indigent Defense:
Requesting approval of the following claims/invoices with authority for the County Treasurer to issue payment/check after review, audit, and processing procedures are completed by the County Auditor.

Invoice Date	Invoice Number	Vendor	Amount
1-27-13	632018816-062	Sprint	$ 35.99
2-27-13	632018816-063	Sprint	$ 35.99
3-27-13	632018816-064	Sprint	$ 42.99

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-009-003-0-532

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

BUDGETARY IMPACT:

Funding available as of 4-16-13
Requisition# 229600

Attachments

invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/16/2013 02:35 PM
Manuel Chapa	Manuel Chapa	04/16/2013 04:19 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: David Sinder Started On: 04/15/2013 03:12 PM

Final Approval Date: 04/26/2013

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 02/19/2013

TO: David Sinder **DEPARTMENT:** (093) INDIGENT DEFENSE

FROM: Esther Perez **PHONE:** (956)-318-2511 ext 4648

REFERENCE: SPRINT Invoice #632018816-062

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #632018816-062*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

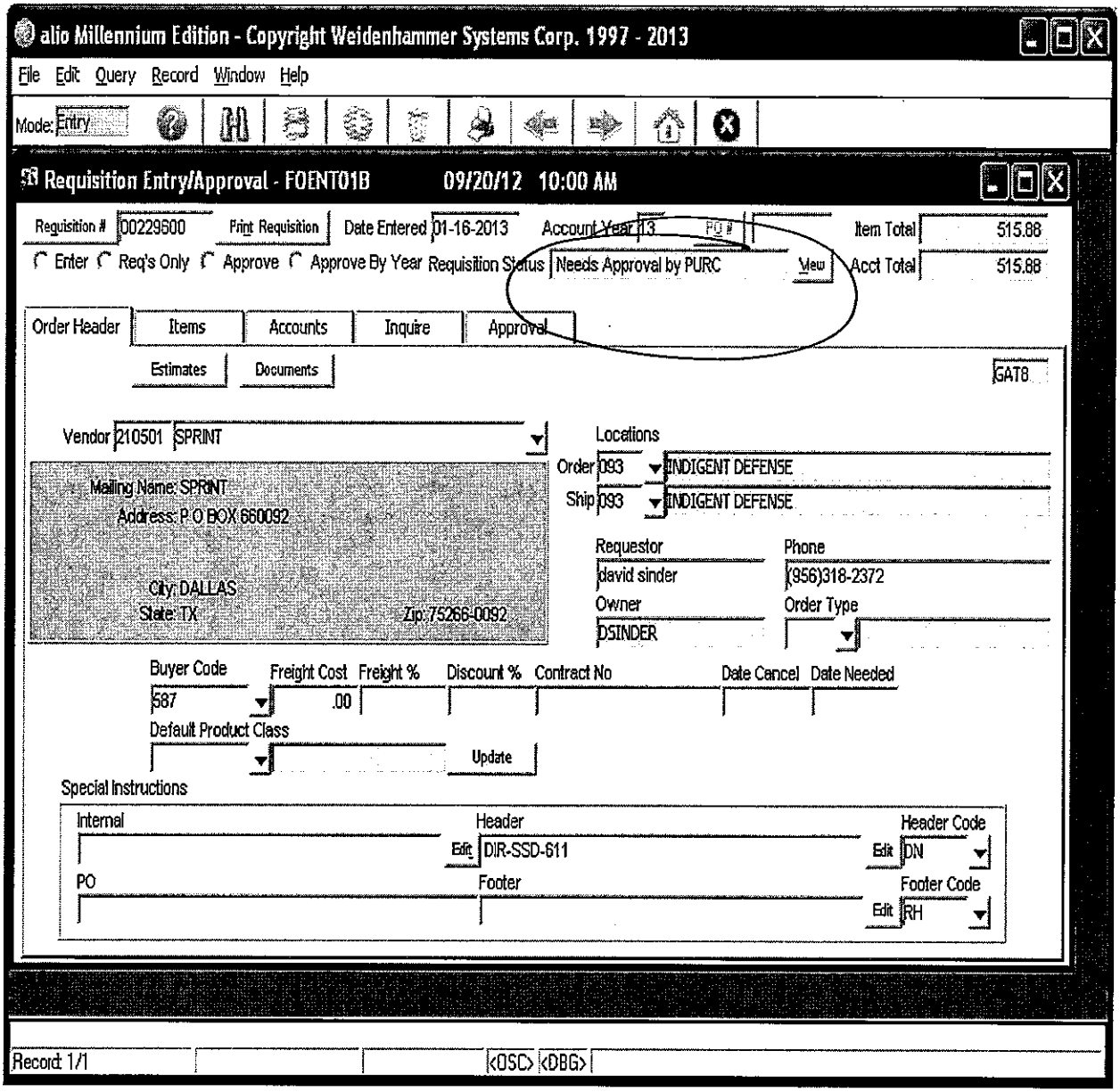
- [x] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- [ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- [ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- [ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- [ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- [ ] SIGNATURE OR DATE NOT PRESENT
- [ ] SYSTEM SHOWS INVOICE PAID
- [ ] INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- [x] NEEDS APPROVAL OF: Requisition # 229600 is still pending Purchasing Department approval. Resubmit to Auditor's office after PO has been approved .
- [ ] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- [ ] NEEDS CORRECTION(S):
- [ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- [ ] OTHER:
- [ ] COMMENTS / RECOMMENDATION:

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

2/11-19/13 @8:27


alio Millennium Edition - Copyright Weidenhammer Systems Corp. 1997 - 2013
File Edit Query Record Window Help
Mode: Entry
Requisition Entry/Approval - FOENT01B 09/20/12 10:00 AM
Requisition # 00229600
Print Requisition
Date Entered 01-16-2013
Account Year 13
PO #
Item Total 515.88
Enter Req's Only Approve Approve By Year
Requisition Status Needs Approval by PURC
View
Acct Total 515.88
Order Header
Items
Accounts
Inquire
Approval
Estimates
Documents
GAT8
Vendor 210501 SPRINT
Mailing Name: SPRINT
Address: P O BOX 660092
City: DALLAS
State: TX
Zip: 75266-0092
Locations
Order 093 INDIGENT DEFENSE
Ship 093 INDIGENT DEFENSE
Requestor
david sinder
Phone
(956)318-2372
Owner
DSINDER
Order Type
Buyer Code
587
Freight Cost
.00
Freight %
Discount %
Contract No
Date Cancel
Date Needed
Default Product Class
Update
Special Instructions
Internal
Header
Edit
DIR-SSD-611
Header Code
Edit
DN
PO
Footer
Footer Code
Edit
RH
Record: 1/1
<OSC>
<DBG>

YOUR SPRINT INVOICE

020413-210501-1

Sprint

> ACCOUNT INFORMATION

Account Name
HIDALGO COUNTY INDIGENT DEFENSE

Invoice Date
January 27, 2013

Account Number
632018816 (1)

Invoice Number
632018816-062

ABA Number
111-000-012

Total Amount Due
$35.99

Current P.O.
CW05-02

Current P.O. Date
November 01, 2010

> MONTHLY INVOICE SUMMARY

December 24 - January 23, 2013 (2) 12/24/12 - 01/23/13	
Previous Balance	35.99
Payments as of 01/24/13 - Thank you	-42.99
Outstanding Balance	**-$7.00**
0001-Access and Related Items	42.99
***Total Current Charges for 632018816-062 Due 02/16/13**	**$42.99**
Total Amount Due	**$35.99**

3-1100-412-00-009-003-0-532

Req #. 229600

> CUSTOMER CARE

Register and Logon
www.sprint.com

Call Sprint
1-877-639-8351

> SPRINT NEWS AND NOTICES

This section contains important updates about your Sprint Services, including Service or Rate Changes, Promotions and Offers.

Correspondence

Please send all correspondence including billing inquiries to:
Sprint Customer Service
PO Box 8077
London, KY 40742
Do not enclose your payment with the correspondence.
You may also contact Sprint Customer Care at the number listed on your invoice or by going to sprint.com.

> PAYMENT OPTIONS

To Pay Your Bill Online Go To
www.sprint.com/mysprint
Sign up for Recurring Direct Debit!

To Pay Your Bill By Phone Call
1-800-784-2608 or
*3 from your Sprint phone

To Pay Your Bill By Mail
See reverse side for details. >

Sprint
PO BOX 8077
London, KY 40742
#BWNKCTX
#0000 0632018816 B 8#
MANIFESTLINE----------
HIDALGO COUNTY INDIGENT DEFENSE
100 N CLOSNER BLVD # 1
EDINBURG, TX 78539-3523

*Any unpaid balance after the due date may be subject to a late payment charge per your contract.

> SPRINT NEWS AND NOTICES CONTINUED

NEXTEL PRODUCTS: IMPORTANT MESSAGE

Due to the Nextel National Network shutdown on 6/30/13, any Nextel devices sold after 6/1/12 are intended to support existing customers' migration efforts and no minimum Order Terms will apply.

Phone Security

Sprint encourages you to set a phone passcode or lock to help prevent unauthorized access. See your phone's user guide for instructions. Also consider downloading a security app for your phone. Report stolen phones to Sprint to protect your account. For more information visit sprint.com/stolenphone.

Software Updates Available

Keep your phone's software current by checking for updates regularly. Log on to sprint.com any time to check your alerts or go to sprint.com/learn and follow the instructions for your phone. That's getting it done right now.

Hearing Aid Compatibility

Sprint offers a variety of handsets that have been rated for compatibility with several types of hearing aids. Please visit sprint.com/accessibility for more information.

> BILLING FOOTNOTES

Time Period:	PP-Peak Period	OP-Off Peak Period	MP-Multiple Period			
Features:	CW-Call Waiting	CF-Call Forwarding	3W-Three Way Call	DS-Dial up Service		MM-Mobile to Mobile
	SH-Sprint To Home	SO-Sprint To Office	AC-Audio Conferencing	LD-Long Distance		OS-Operator Services
	WI-Wireless Integration	DA-Directory Assistance	WC-Any Mobile Anytime			
Networks:	NN-National Network	OC-outofHomeArea	IR-International Roaming	WD-Worldwide Discount		TJ-Tijuana Network
	OA-Out of Area	R-Roaming	SA-Sprint Airave			
Services:	AL-Alternate Line	AU-Anytime/Plan Usage	PE-Partial Free	FC-Free Call		WP-Wireless Priority

HIDALGO COUNTY INDIGENT DEFENS
Account Number 632018816-062
Total Amount Due **$35.99**
Amount Enclosed $

PO BOX 4181
CAROL STREAM, IL 60197-4181

Please make checks payable to Sprint.

Sign up at www.sprint.com to have your Sprint bill automatically paid every month.

Please fill out the form below to change your billing address.

¤ **Change of Address:** Effective Date _____
Address _____
City _____ State _____ ZIP _____
Home # (___) _____ Business # (___) _____

¤ **Change/Add E-mail (Optional)** _____
Sprint may contact you regarding new offerings or promotions.

632018816 00000004279 00000000700 000000035990

YOUR SPRINT INVOICE

ACCOUNT CHARGES AND ADJUSTMENTS

> ACCOUNT ACTIVITY SUMMARY

	Date Received	Amount
PREVIOUS INVOICE ACTIVITY		
Previous Balance		$35.99
Payments Toward Previous Balance		
Payment Check #37335	01/15/13	-42.99
Total Payments		-$42.99
Outstanding Balance		**-$7.00**

> ACCOUNT MANAGEMENT REPORTS

The following reports are compiled as a courtesy to help you analyze usage trends and manage your account activity.

Usage Summary

Single Services Usage

Usage Type	Used	Billed	Additional Charges
Sprint 3G Data	65,012	0	--
Sprint 3G Data Roaming	0	0	--
Total Additional Charges			**$0.00**

Single Services Usage grid includes any service that does not have an included allowance.
Single Services Usage grid includes usage from all non-shared/pooled plans and services including any non shared services that are associated to a shared, sharing group, or pooling plan.

SUBSCRIBER CHARGES AND ADJUSTMENTS

956-207-7195, HIDALGO COUNTY INDIGENT D

> SUBSCRIBER ACTIVITY SUMMARY

	Billed Usage	Rate/Date	Amount
Monthly Recurring Access Charges			
EVDO CONN CARD MRC for 12/24 - 01/23			42.99
Total Monthly Recurring Access Charges			$42.99
Total Charges for HIDALGO COUNTY INDIGENT DEFENSE			**$42.99**

> SUBSCRIBER INFORMATIONAL REPORTS

The following reports are compiled as a courtesy to help you analyze usage trends and manage your subscriber activity.

Your Rate Plans

RECEIVED BY
COUNTY AUDITOR
2013 FEB 4 PM 4 50

Plan	Services
Cellular Call Detail	Cellular Call Detail
Connection Card Data Plan	Domestic LD Rate $0
	Anytime Minutes
	Long Distance While Roaming
	Sprint 3G Data Services
	Dom Roaming Packet Data Kbs
EVDO CONN CARD MRC	Monthly Plan Charge

Subscriber Usage Summary

Single Services Plan - Connection Card Data Plan

Usage Type	Included	Used	Billed	Additional Charges
Sprint 3G Data	Unlimited	65,012	--	--
Sprint 3G Data Roaming	Unlimited	0	--	--
Total Additional Charges				**$0.00**

Dates next to a Usage Type indicates a price plan change.
To view total charges and usage, please go to the Account Level Usage Summary. To view your phone additional charges, please go to the Subscriber Activity Summary for this phone.

INVOICE RECEIVED ON 1/31/13
BY
GOODS RECEIVED ON 1/31/13
BY
ACCOUNT #

Approved Eden Daein

YOUR SPRINT INVOICE

Sprint

> ACCOUNT SUMMARY

Account Charges and Adjustments

632018816 HIDALGO COUNTY INDIGENT

Subscriber Charges and Adjustments

Number/ Name	Plan	Page	Monthly Recurring Access Charges	Service Discount/ Adjustments	Cellular Minutes/ Charges	LD and Other Minutes/ Charges	Directory Assistance Charges	Direct Connect Svcs. Minutes/ Charges	Messaging Number of Messages/ Charges	Data and Third Party Services KB/ Charges	Equipment and Retail Purchases	Sprint Surcharges	Government Fees and Taxes	Totals
956-207-7185 HIDALGO COUNTY INDIGENT DE	Connection Card Data Plan	6	42.99							65,012.00				42.99
Usage for All Subscribers										**65,012.00**				
Discounts for All Subscribers														
Charges for All Subscribers			**$42.99**											**$42.99**
Total Current Usage										**65,012.00**				
Total Current Charges			**$42.99**											**$42.99**

Total Subscribers on Account 1

If you prefer to receive a Summary Invoice, please visit sprint.com, log into My Sprint, and select the "Change how detailed your bill is" option or contact Customer Care. The Summary Invoice is designed for your convenience, and will not display full billing details.

YOUR SPRINT INVOICE

Sprint

> ACCOUNT INFORMATION

Account Name
HIDALGO COUNTY INDIGENT DEFENSE

Invoice Date
March 27, 2013

Account Number
632018816

Invoice Number
632018816-064

ABA Number
111-000-012

Total Amount Due
$78.98

Current P.O.
CW05-02
Upgrade Program

Current P.O. Date
November 01, 2010

> MONTHLY INVOICE SUMMARY

February 24 - March 23, 2013

Previous Balance	35.99
Outstanding Balance - Due Upon Receipt	**$35.99**
0001-Access and Related Items	42.99
***Total Current Charges for 632018816-064 Due 04/16/13**	**$42.99**
Total Amount Due	**$78.98**

> CUSTOMER CARE

Register and Logon
www.sprint.com

Call Sprint
1-877-639-8351

> SPRINT NEWS AND NOTICES

This section contains important updates about your Sprint Services, including Service or Rate Changes, Promotions and Offers.

Correspondence

Please send all correspondence including billing inquiries to:
Sprint Customer Service
PO Box 8077
London, KY 40742
Do not enclose your payment with the correspondence.
You may also contact Sprint Customer Care at the number listed on your invoice or by going to sprint.com.

> PAYMENT OPTIONS

To Pay Your Bill Online Go To
www.sprint.com/mysprint
Sign up for Recurring Direct Debit!

To Pay Your Bill By Phone Call
1-800-784-2608 or
*3 from your Sprint phone

To Pay Your Bill By Mail
See reverse side for details. >

Sprint
PO BOX 8077
London, KY 40742
#BMNKCTX
#0000 0632018816 B 8#
MANIFESTLINE----------
HIDALGO COUNTY INDIGENT DEFENSE
100 N CLOSNER BLVD # 1
EDINBURG, TX 78539-3523

*Any unpaid balance after the due date may be subject to a late payment charge per your contract.

YOUR SPRINT INVOICE

Sprint

> ACCOUNT SUMMARY

	Monthly Recurring Access Charges	Service Discount/ Adjustments	Cellular Minutes/ Charges	LD and Other Minutes/ Charges	Directory Assistance Charges	Direct Connect Svcs. Minutes/ Charges	Messaging Number of Messages/ Charges	Data and Third Party Services KB/ Charges	Equipment and Retail Purchases	Sprint Surcharges	Government Fees and Taxes	Totals
Account Charges and Adjustments												
632018816 HIDALGO COUNTY INDIGENT												
Subscriber Charges and Adjustments												
Number/ Name / Plan / Page												
956-207-7195 Connection Card Data Plan								171,603.00				
HIDALGO COUNTY INDIGENT DE 6	42.99											42.99
Usage for All Subscribers								171,603.00				
Discounts for All Subscribers												
Charges for All Subscribers	**$42.99**											**$42.99**
Total Current Usage								171,603.00				
Total Current Charges	**$42.99**											**$42.99**

Total Subscribers on Account 1

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YOUR SPRINT INVOICE

Sprint

> ACCOUNT INFORMATION

Account Name
HIDALGO COUNTY INDIGENT DEFENSE

Invoice Date
February 27, 2013

Account Number
632018816

Invoice Number
632018816-063

ABA Number
111-000-012

Total Amount Due
$35.99

Current P.O.
CW05-02

Current P.O. Date
November 01, 2010

> MONTHLY INVOICE SUMMARY

January 24 - February 23, 2013

Previous Balance	35.99
Payments as of 02/24/13 - Thank you	-42.99
Outstanding Balance	**-$7.00**
0001-Access and Related Items	42.99
***Total Current Charges for 632018816-063 Due 03/19/13**	**$42.99**
Total Amount Due	**$35.99**

INVOICE RECEIVED ON 3/5/13
BY
GOODS RECEIVED ON 3/5/13
BY
ACCOUNT #

Approved Linda Adair

*Any unpaid balance after the due date may be subject to a late payment charge per your contract.

015995 1/2

> CUSTOMER CARE

Register and Logon
www.sprint.com

Call Sprint
1-877-639-8351

> SPRINT NEWS AND NOTICES

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London, KY 40742
Do not enclose your payment with the correspondence.
You may also contact Sprint Customer Care at the number listed on your invoice or by going to sprint.com.

> PAYMENT OPTIONS

To Pay Your Bill Online Go To
www.sprint.com/mysprint
Sign up for Recurring Direct Debit!

To Pay Your Bill By Phone Call
1-800-784-2608 or
*3 from your Sprint phone

To Pay Your Bill By Mail
See reverse side for details. >

Sprint
PO BOX 8077
London, KY 40742

#BWNKCTX
#0000 0632018816 B 8# 0213
MB 01 015995 90700 H 68 A
HIDALGO COUNTY INDIGENT DEFENSE
100 N CLOSNER BLVD # 1
EDINBURG, TX 78539-3523

YOUR SPRINT INVOICE

Sprint

> ACCOUNT SUMMARY

	Monthly Recurring Access Charges	Service Discount/ Adjustments	Cellular Minutes/ Charges	LD and Other Minutes/ Charges	Directory Assistance Charges	Direct Connect Svcs. Minutes/ Charges	Messaging Number of Messages/ Charges	Data and Third Party Services KB/ Charges	Equipment and Retail Purchases	Sprint Surcharges	Government Fees and Taxes	Totals
Account Charges and Adjustments												
632018816 HIDALGO COUNTY INDIGENT												
Subscriber Charges and Adjustments												
Number/ Name / Plan / Page												
956-207-7185 Connection Card Data Plan								204,814.00				
HIDALGO COUNTY INDIGENT DE 4	42.99											42.99
Usage for All Subscribers								**204,814.00**				
Discounts for All Subscribers												
Charges for All Subscribers	**$42.99**											**$42.99**
Total Current Usage								**204,814.00**				
Total Current Charges	**$42.99**											**$42.99**

Total Subscribers on Account 1

If you prefer to receive a Summary Invoice, please visit sprint.com, log into My Sprint, and select the "Change how detailed your bill is" option or contact Customer Care. The Summary Invoice is designed for your convenience, and will not display full billing details.

AI-38182 **Human Resources 11. A.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Martha L. Salazar, HC Purchasing Agent **Submitted By:** Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Purchasing Department (1100):
Requesting permission to advertise/hire for the following:

Position Title	Slot #	Budgeted Salary
Inventory Specialist III	0013	$ 38,507.00
Inventory Specialist IV	0012	$ 40,898.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3- 1100-415-18-160-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact, funds budgeted within each slot.

Attachments

REQ form- INVENTORY SPECIALIST IV
REQ form- INVENTORY SPECIALIST III
Job description
Job Description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2013 04:26 PM
Obdett Calzada	Obdett Calzada	04/16/2013 08:48 AM
Auditor's Office	Angela Garcia	04/25/2013 08:43 AM
Rosalinda Cantu	Rosie Cantu	04/25/2013 03:00 PM
Purchasing Department	Marty Salazar	04/26/2013 10:12 AM

Form Started By: Sylvia Rios Started On: 04/11/2013 12:17 PM

Final Approval Date: 04/26/2013

RECEIVED
APR 24 2013
HUMAN RESOURCES

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Purchasing Department

ANNOUNCE VACANCY USING (check one box)

☒ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Inventory Specialist IV

☐ NEW POSITION OR REPLACEMENT FOR: Gabriel Navarro EMPLOYEE NO 155012

DEPT NO 160 POSITION/SLOT NO 0012

ADVERTISED SALARY: 35,254 OTHER COMPENSATION: N/A COMPENSATION TYPE: N/A

SPECIAL REQUIREMENTS: SEE Attached

WORK LOCATION / HOURS: Mon-Friday 8:00 am - 5:00pm

CONTACT PERSON: Martha L Salazar EXTENSION / PHONE NO: 4862

Martha L Salazar
Department Head or Elected Official

4/22/2013
Date

FUNDS AVAILABLE: YES X NO ____ DATE OF FUND AVAILABILITY: 1/13

BUDGETED SALARY, GRADE & STEP: ~~35,254.00 Grade 10 Step 0~~ $40,898.00

BUDGETED OTHER ALLOWANCES: N/A

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

Received
APR 11 2013
Human Resources

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Purchasing

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Inventory Specialist III

☐ NEW POSITION OR REPLACEMENT FOR: Eugenia Andrade EMPLOYEE NO 149268

DEPT NO 160 POSITION/SLOT NO 0013

ADVERTISED SALARY: $30,224 OTHER COMPENSATION: n/a COMPENSATION TYPE: n/a

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: 2802 S Bus Hwy 281 Edinburg, Texas 78539
Mon thru Friday 8:00am - 5:00pm

CONTACT PERSON: Martha L. Salazar EXTENSION / PHONE NO: 956-318-2626 Ext 4862

Martha L Salazar
Department Head or Elected Official

4/10/2013
Date

FUNDS AVAILABLE: YES X NO ____ DATE OF FUND AVAILABILITY: 4/10/2013

BUDGETED SALARY, GRADE & STEP: $ ~~30,224~~ grade 8 38,501.00 pfe

BUDGETED OTHER ALLOWANCES: N/A

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

INVENTORY SPECIALIST III

GRADE: 08

GENERAL DESCRIPTION

Performs advanced (senior-level) inventory work; Overseeing Inventory files pertaining to Machinery and Equipment, Buildings, Roadways, and Other structures such as parks and landfills; monitoring inventory operations for compliance with established procedures; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees accounting records of purchases, assigns inventory numbers to items, and maintains inventory and stock control records

Oversees Inventory files and prepare monthly reports for Fixed Asset Division and other Departments such as Auditors and Budget Office

Conducts (Periodically) physical inventory count and Reconcile with Inventory Books

Oversees estimates of supplies and merchandise needs, and approves requests for replenishing supplies and merchandise

Oversees and maintains an inventory database including pictures of heavy equipment, Buildings, Roads, and other Inventory at management discretion

Disposes of surplus property, and arranges and rotates if necessary

May prepare purchase orders

May train others

May assign and/or supervise the work of others

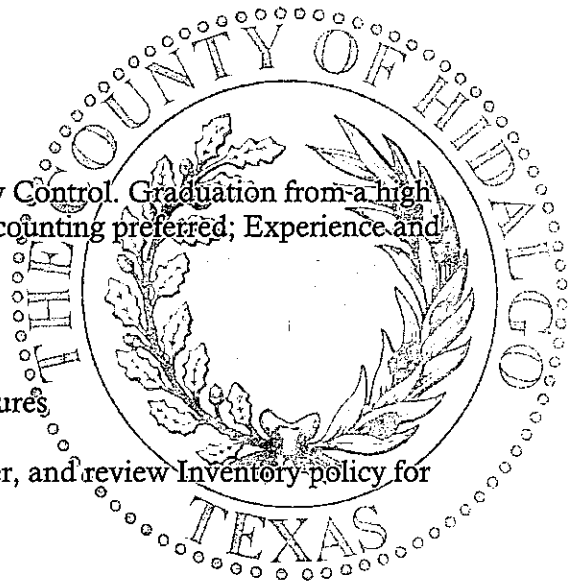
Ensure an efficient system of Inventory management and control, and recommends improvements

Develops inventory control program guidelines and policies

May operate a forklift

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES



Experience and Education

Three (3) years of experience in Accounting or Inventory Control. Graduation from a high school or equivalent; Associate degree in business or Accounting preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of Inventory practices, methods, and procedures

Ability to transfer Inventory from one location to another, and review Inventory policy for compliance

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

INVENTORY SPECIALIST IV

GRADE: 10

GENERAL DESCRIPTION

Performs highly advanced (senior-level) inventory work; Overseeing Inventory files pertaining to Machinery and Equipment, Buildings, Roadways, and Other structures such as parks and landfills; monitoring inventory operations for compliance with established procedures; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees accounting records of purchases, assigns inventory numbers to items, and maintains inventory and stock control records

Oversees Inventory files and prepare monthly reports for Fixed Asset Division and other Departments such as Auditors and Budget Office

Conducts (Periodically) physical inventory count and Reconcile with Inventory Books

Oversees estimates of supplies and merchandise needs, and approves requests for replenishing supplies and merchandise

Oversees and maintains an inventory database including pictures of heavy equipment, Buildings, Roads, and other Inventory at management discretion

Disposes of surplus property, and arranges and rotates if necessary

May prepare purchase orders

May train others

May assign and/or supervise the work of others

Secures the best competitive prices from vendors

Ensure an efficient system of Inventory management and control, and recommends improvements

Develops inventory control program guidelines and policies

May operate a forklift

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years experience in Accounting or Inventory Control. Graduation from a high school or equivalent; Graduation from an accredited four year college or university with major coursework in Business Administration, Accounting, or Finance; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of Inventory practices, methods, and procedures

Ability to transfer Inventory from one location to another, and review Inventory policy for compliance

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-38188 **Human Resources 11. B.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Civil Service (190-001):
Requesting approval to process payment as follows:

Vendor	Meeting date	Amount	PO #
Subway Sandwiches & Salads	03/21/13	$ 49.00	685920

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-50-190-001-0-630

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

BUDGETARY IMPACT:

PO# 685920
Funding available as of 4-11-13

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2013 04:30 PM
Manuel Chapa	Manuel Chapa	04/11/2013 05:01 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Sylvia Rios Started On: 04/11/2013 02:36 PM

Final Approval Date: 04/26/2013

PO# 685920
31100-415-50-190-001-0.630

RECEIVED
MAR 21 2013
HUMAN RESOURCES

INVOICE RECEIVED BY: H. Solis ON 03.21.13
GOODS/SERVICES RECEIVED BY: H. Solis ON 03.21.13 (Civil Service)

DATE: 03.27.13
APPROVED: Lydia Flores

SALE RECEIPT
Store #6216 tko 03/21/13 15:14:21
Subway Sandwiches & Salads
102 S. 2nd Street
Edinburg TX 78539
(956)380-2625
Trans# 120 Clerk 47 Luis
Dwr1 TRDT 032113 Reg-ID REG-MAIN
Receipt #0000220503

ITEM	QTY		PRICE	MEMO	PLU
TUR HAM PT	1	T	$ 0.00		30229
PTY PLTR-R	1	T	$ 35.00		10204
BTL Bev	1	T	$ 1.70		10024
BTL Bev	1	T	$ 1.70		10024
BTL Bev	1	T	$ 1.70		10024
BTL Bev	1	T	$ 1.70		10024
BTL Bev	1	T	$ 1.70		10024
CHIPS	1	T	$ 1.10		10020
CHIPS	1	T	$ 1.10		10020
CHIPS	1	T	$ 1.10		10020
CHIPS	1	T	$ 1.10		10020
CHIPS	1	T	$ 1.10		10020

SUBTOTAL $ 49.00
Sales Tx $ < 4.04 > EXEMPT
TAKE-OUT **TOTAL $ 53.04
Credit AMT TEND $ 53.04
CHANGE DUE$ 0.00

How'd we do? Get a free cookie.
Take 1 min. Survey at www.tellsubway.com

NA

RECEIVED BY
COUNTY AUDITOR
2013 MAR 28 PM 4 30

Thank you for your business today! Attached is a copy of the receipt with the total due. Please consider this the invoice. We ask that you please kindly submit your payment to the address below within the next two weeks. Please submit your payment with a copy of the receipt so that can properly credit this location.

Please make your check payable to: Subway # Co91Co.

Please mail your check to our office at: 3921 Saratoga Blvd, Suite 103

Corpus Christi, TX 78415

If you need any further documentation, please call our office at 361-881-8561.

Revised 09/10/2009

HUMAN RESOURCES DEPARTMENT
County Of Hidalgo

Esther A. Cortez
Human Resources Director

HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION

NOTICE

NOTICE, IS HEREBY GIVEN IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, THAT A MEETING OF THE HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION WILL BE HELD ON THURSDAY, MARCH 21, 2013, AT 5:30 P.M., AT THE HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT, LOCATED AT 208 WEST CANO, EDINBURG, TEXAS. DISCUSSION AND POSSIBLE ACTION RELATING TO THE FOLLOWING BUSINESS WILL BE TRANSACTED.

At anytime during the course of this meeting, the Board may retire to Executive Session under Texas Government Code, Section 551.071 (2) to confer with its legal counsel on any subject matter in this agenda in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. At anytime during the course of this meeting, the Board may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code;

AGENDA

ITEM 1. Call to order;

ITEM 2. Public Comments;

ITEM 3. Approval of minutes of January 10, 2013;

HUMAN RESOURCES DEPARTMENT
County Of Hidalgo

Esther A. Cortez
Human Resources Director

ITEM 4. **Discussion, consideration and/or possible action without hearing, consolidation, hearing setting, action on motion for continuance, and/or hearing on the following complaints/grievances;**

0612-PCT#1-C-016	**0213-PCT#1-T-004**
0712-PCT#1-T-020	**0113-S-S-001**
0912-PCT#1-T-027	**0213-PCT#1-C-002**

ITEM 5. **Adjournment to closed session pursuant to Texas Government Code (551.074) for discussion and/or hearing on one or more of the complaints/grievances listed in Item 4;**

ITEM 6. **Reconvene in open session;**

ITEM 7. **Additional discussion and/or possible action on complaints/grievances listed on item 4;**

ITEM 8. **Adjourn;**

TO BE POSTED THIS 15th DAY OF MARCH 2013

Esther A. Cortez
Human Resources Director

HUMAN RESOURCES DEPARTMENT
County Of Hidalgo

HIDALGO COUNTY, TEXAS
Civil Service Meeting

held on:

March 21, 2013
(month, date, year)

Commissioner Aurora Villarreal Zamora

Commissioner Michelle Rabinovich

Commissioner Silvestre Rodriguez

Attorney Mercedes S. Espinosa

HR Director/ C.S. Secretary Esther A. Cortez

Court Reporter Hermelinda Solis

208 West Cano St. ★ Edinburg, Texas 78539 ★ (956) 318-2660 ★ Fax (956) 318-2669

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department: Human Resources
Department Contact Name: Esther A. Cortez/Sylvia Rios
Contact Phone Number: (956) 318-2660

EVENT INFORMATION

Date: 3/21/2013 Start Time: 5:30 PM End Time: 7:00 PM

Duration: 1:30 Location: 208 West Cano Street, Edinburg

Purpose of Event:
x Meeting ____ Training ____ Other: Civil Service meeting
(Please explain.)

Attendees: *(Please attach sign-in sheet)*
County Employees 2 + Non-County Employees 4 = Total 6

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*
Breakfast ____ + Lunch ____ + Dinner ____ = Total 0
Refreshments: ____ *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*
Related Expenses: ____ *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ 35.00	$ -
Refreshments Expense:	$ 14.00	$ -
Related Expenses:	$ -	$ -
Total Event Expenses:	$ 49.00	$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: 685920 Account Number: 3-1100-415-50-190-001-0.630

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Esther A. Cortez
Name of Approving County Official/Department Head
(Please Print)

Esther A. Cortez by Sylvia Rios
Signature of Approving County Official/Department Head

March 27, 2013
Date

County Auditor's Form M-1 (8/08)

AI-38255 **Human Resources 11. C.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Health & Human Services Health Div.- Admin/ Clinics (1100):
1. Approval of the following personnel actions:

Action	Program #	Position Title	Slot #	Budgeted Salary
Delete	340-003 (Clinics)	Laboratory Technician	0042	$25,772.00
Delete	340-001 (Admin)	Eligibility Specialist I	0030	$24,929.00
Create	340-003 (Clinics)	Medical Technician I	0134	$25,772.00
Create	340-001 (Admin)	Clerk II	0054	$24,929.00

2. Requesting permission to advertise/hire for the following positions:

Program #	Position Title	Slot #	Budgeted Salary
340-003 (Clinics)	Medical Technician I	0134	$25,772.00
340-001 (Admin)	Clerk II	0054	$24,929.00
340-003 (Clinics)	Clerk III	0036	$26,330.00
340-003 (Clinics)	Clerk II	0050	$22,303.00
240-001 (Human Services)	Eligibility Specialist I	0032	$24,087.00

3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

HEALTH ADM - 3-1100-441-00-340-001-0-XXX
Creation/ Deletion of positions: No budgetary impact.
Adverstising. Funds in place within corresponding position(s).

HEALTH CLINICS - 3-1100-441-00-340-003-0-XXX
Creation/ Deletion of positions: No budgetary impact.
Adverstising. Funds in place within corresponding position(s).

Slot #0036 (Clinics) is currently filled by employee #142794, change of status (demotion) is in route.

Attachments

REQS
job desc.
PARs
revised salary schedules
Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 10:28 AM
Rosalinda Cantu	Rosie Cantu	04/18/2013 05:16 PM
Rosalinda Cantu	Rosie Cantu	04/18/2013 05:17 PM
Obdett Calzada	Obdett Calzada	04/26/2013 09:57 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Sylvia Rios Started On: 04/16/2013 02:15 PM

Final Approval Date: 04/26/2013

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
APR 15 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Medical Technician I

☑ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO_____

DEPT NO 340 POSITION/SLOT NO 003-0134

ADVERTISED SALARY: 25,772.00 OTHER COMPENSATION: _____ COMPENSATION TYPE:_____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Hidalgo County Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Lydia Serna EXTENSION / PHONE NO: (956) 383-6221

Ed Olivarez / Alicia Suarez
Department Head or Elected Official

04/15/13
Date

FUNDS AVAILABLE: YES x NO_____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: 25,772.00

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 04.18.13
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
APR 15 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Clerk II

☑ NEW POSITION OR REPLACEMENT FOR: _____ EMPLOYEE NO_____

DEPT NO 340 POSITION/SLOT NO 001-0054

ADVERTISED SALARY: 24,929.00 OTHER COMPENSATION: _____ COMPENSATION TYPE:_____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Hidalgo County Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Lydia Serna EXTENSION / PHONE NO: (956) 383-6221

E. Olivarez / Gleida Suarez
Department Head or Elected Official

04/15/13
Date

FUNDS AVAILABLE: YES x NO_____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: 24,929.00

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 04.18.13
APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
APR 12 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Clerk II

☐ NEW POSITION OR REPLACEMENT FOR: Amanda E. Pena EMPLOYEE NO 144649

DEPT NO 340 POSITION/SLOT NO 003-0050

ADVERTISED SALARY: 22,303.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Hidalgo County Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Lydia Serna EXTENSION / PHONE NO: 383-6221

4-12-13

Department Head or Elected Official Date

FUNDS AVAILABLE: YES x NO ____ DATE OF FUND AVAILABILITY: 04/22/13

BUDGETED SALARY, GRADE & STEP: 22,303.00

BUDGETED OTHER ALLOWANCES: _____

Sylvia Rios 04.16.13

APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date Closing Date

Revised Date: May 2008

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
APR 12 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Eligibility Specialist I

☑ NEW POSITION OR REPLACEMENT FOR: Ricardo Borjas EMPLOYEE NO 179957

DEPT NO 240 POSITION/SLOT NO 001-0032

ADVERTISED SALARY: 24,087.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Hidalgo County Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Dairen Sarmiento EXTENSION / PHONE NO: (956) 318-2011

4-8-13

Department Head or Elected Official — Date

FUNDS AVAILABLE: YES x NO ____ DATE OF FUND AVAILABILITY: 04/08/13

BUDGETED SALARY, GRADE & STEP: 24,087.00

BUDGETED OTHER ALLOWANCES: _____

Lyzeth Rios 04.16.13

APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE — APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date — Closing Date

Revised Date: May 2008

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

RECEIVED
APR 12 2013
HUMAN RESOURCES

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Health & Human Services

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Clerk III

☐ NEW POSITION OR REPLACEMENT FOR: Sandra S. Martinez EMPLOYEE NO 142794

DEPT NO 340 POSITION/SLOT NO 003-0036

ADVERTISED SALARY: 26,330.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See Attached

WORK LOCATION / HOURS: Hidalgo County Mon. - Fri. 7:30am - 5:30pm or as assigned

CONTACT PERSON: Lydia Serna EXTENSION / PHONE NO: (956) 383-6221

4-12-13

Department Head or Elected Official — Date

FUNDS AVAILABLE: YES x NO ____ DATE OF FUND AVAILABILITY: 04/22/13

BUDGETED SALARY, GRADE & STEP: 26,330.00

BUDGETED OTHER ALLOWANCES: _____

Esther A. Cortez by Sylvia Rios 04.18.13

APPROVED HR ~~CHIEF OF STAFF~~ Designee / DATE — APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date — Closing Date

Revised Date: May 2008

MEDICAL TECHNICIAN I

GRADE: 05

GENERAL DESCRIPTION

Assist and augment the Registered Nurse (RN) in the performance of clinical duties and treatment of clients. Perform technical nursing functions. Under direction, administer medications and immunizations in the clinic. Assist with medical care documentation and reports. Function autonomously in the absence of the RN within his or her scope of practice/training to provide medical support and to conduct the operations of the medical unit.

EXAMPLES OF WORK PERFORMED

Assists with medical screens and physical exams, i.e., vital signs, height, weight, history

Assists with pelvic exams and STD testing

Draws blood for HIV and DNA testing

Assesses residents' medical complaints and reports to the RN

Treats residents' minor complaints

Prepares and dispenses prescribed medications to residents

Assists the physician with daily clinic activities and directs medical unit in the RN's absence

Sets up and maintains medical files, files drug screens, lab reports, SASSI, TB results, and documents medical records

Keeps statistics on drug screens, number of youth on psychotropic medications

Prepares medical records for youth committed to the Texas Youth Commission

Maintains clinic environment and supplies

Assists with nursing tasks under the supervision of the RN

Under the physician's direction, administers immunizations and other injections as needed

Performs technical testing and lab procedures

Provides health education with job scope and refers appropriately

Records vaccine administration information and prepares report of vaccine usage

Monitors clinic supply inventory; assists with maintaining adequate levels and properly stores and inventories biological and other testing materials

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years of college in a related field or equivalent job related work experience; One (1) year hospital experience as a nurse and laboratory technician. Certification required as a Patient Care Technician, Certification as a Phlebotomist, Certification in CPR and First Aid.

Knowledge, Skills, and Abilities

Ability to make decisions about patient medical conditions in order to make appropriate referrals, including medical emergencies; any questions concerning illness or injury beyond the scope of experience and any questions concerning prescription medications are referred to Supervisor

Position may require professional interaction(s) with the Health Department, Probation Officers, TYC Probation Officer, Patients, Purchasing Agents, Client Family Members, AccuChem Laboratories, Quest Diagnostic, TYC, Private Health Facilities, and Vendors

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

CLERK II

GRADE: 03

GENERAL DESCRIPTION

Performs routine (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, and purchasing; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding policies and procedures, assists the public and staff in filling out forms, and provides information to the public by mail or phone

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data and performs arithmetical computations; may prepare charts, graphs, and tables

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Performs data entry and retrieval

May receive shipments and supplies, inspect for damage, and check for correct quality and quantity

May maintain office schedules and appointments and provide notification of appointments.

May perform back-up receptionist or telephone switchboard duties

May receive, maintain accountability for, and forward payments to the appropriate agency staff

May assist in balancing accounts by running tapes and proofreading

May prepare summaries of balances and cost information and formulate other reports as required

May administer employment tests

May arrange the scheduling, transfer, and display of surplus property

May receive and count cash

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, methods, and procedures; of office procedures; and of spelling, punctuation, grammar, and arithmetic

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to prepare and maintain detailed records, files, and reports; to type accurately at a speed consistent with work requirements; and to transfer stock from one location to another

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

CLERK III

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Responsible for answering and routing phone calls

Will be assisting the general public

May be required to work overtime or hours other than standard work schedule during emergencies

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual required (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to maintain excellent customer service

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

ELIGIBILITY SPECIALIST I

GRADE: 04

GENERAL DESCRIPTION

Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

EXAMPLES OF WORK PERFORMED

Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames

Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands

Prepare various reports and correspondence

Be available to answer questions and provide information to the general public and assist in identifying resources

Attend and participate in staff meetings and workshops

Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs

Properly prepare and complete necessary program forms and documents

Maintain and update participant computer and hard copy case files

Assist in clerical work as needed

Studies and analyzes operations and problems, and prepares reports of findings and recommendations

Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-003) DATE: 4/12/2013

CURRENT POSITION TITLE: LABORATORY TECHNICIAN CURRENT SLOT #: 0042

REQUESTED POSITION TITLE: N/A

RECEIVED
APR 12 2013
HUMAN RESOURCES

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Delete

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 25,772.00 (Current G&S/ Budgeted Salary) $ 0.00 (Proposed G&S/ Budgeted Salary) $ (25,772.00) (Net Change)

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

To delete slot as duties are not in line with the position that is needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

See job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4-12-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez for Sylvia Rios HUMAN RESOURCES DIRECTOR	04.18.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	04/18/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 12 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-001) DATE: 4/12/2013

CURRENT POSITION TITLE: ELIGIBILITY SPECIALIST I CURRENT SLOT #: 0030

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Delete

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 24,929.00	$ 0.00	$ (24,929.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

To delete slot as duties are not in line with the position that is needed.

NEW POSITION: Brief job description and attach a copy of the new job description.

See job description.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4-12-3 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	04.18.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	04/18/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 12 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-001) DATE: 4/12/2013

CURRENT POSITION TITLE: CURRENT SLOT #: N/A

REQUESTED POSITION TITLE: CLERK II NEW SLOT # 0054

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ _____	$ 24,929.00	$ 24,929.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [X]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [X]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position is needed to provide essential clinic services.

NEW POSITION: Brief job description and attach a copy of the new job description.

See Job Description

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4-12-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Lydia Rios HUMAN RESOURCES DIRECTOR	04.18.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	04/18/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 12 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH - ADM DIVISION (340-003) DATE: 4/12/2013

CURRENT POSITION TITLE: CURRENT SLOT #: N/A

REQUESTED POSITION TITLE: MEDICAL TECHNICIAN I NEW SLOT # 134

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ _____	$ 25,772.00	$ 25,772.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position is needed to provide essential clinic services.

NEW POSITION: Brief job description and attach a copy of the new job description.

See Job Description

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4-12-13 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	04.18.13 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	04/18/2013 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-441-00-340-003-0

AI - 38255

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ADVANCED CLINICAL PRACTITIONER	$86,526.00	$0.00	$86,526.00	0.03	$2,595.78	$0.00	$89,122.00	$89,122.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89,122.00
0002	113	ADVANCED CLINICAL PRACTITIONER	$89,554.00	$0.00	$89,554.00	0.03	$2,687.00	$0.00	$92,241.00	$92,241.00	$360.00	$0.00	$0.00	$0.00	$0.00	$92,601.00
0003	113	DIRECTOR OF NURSING	$79,374.00	$0.00	$79,374.00	0.03	$2,381.22	$0.00	$81,755.00	$81,755.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$82,775.00
0004	113	BUDGET MANAGER II	$63,599.00	$0.00	$63,599.00	0.03	$1,907.97	$0.00	$65,507.00	$65,507.00	$480.00	$0.00	$0.00	$0.00	$0.00	$65,987.00
0005	113	ASSISTANT DIRECTOR OF NURSING	$70,277.00	$0.00	$70,277.00	0.03	$2,108.31	$0.00	$72,385.00	$72,385.00	$900.00	$0.00	$0.00	$0.00	$0.00	$73,285.00
0006	113	DIRECTOR OF OPERATIONS	$67,132.00	$190.00	$67,322.00	0.03	$2,019.66	$0.00	$69,342.00	$69,342.00	$900.00	$0.00	$0.00	$0.00	$0.00	$70,242.00
0008	113	REGISTERED NURSE IV	$58,888.00	$486.00	$59,374.00	0.03	$1,781.22	$0.00	$61,155.00	$61,155.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$62,535.00
0009	113	REGISTERED NURSE IV	$58,888.00	$486.00	$59,374.00	0.03	$1,781.22	$0.00	$61,155.00	$61,155.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$62,235.00
0010	113	REGISTERED NURSE IV	$58,888.00	$0.00	$58,888.00	0.03	$1,766.64	$0.00	$60,655.00	$60,655.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,655.00
0011	113	REGISTERED NURSE IV	$58,888.00	$486.00	$59,374.00	0.03	$1,781.22	$0.00	$61,155.00	$61,155.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$62,175.00
0012	113	REGISTERED NURSE IV	$58,888.00	$0.00	$58,888.00	0.03	$1,766.64	$0.00	$60,655.00	$60,655.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,655.00
0013	113	REGISTERED NURSE IV	$58,888.00	$486.00	$59,374.00	0.03	$1,781.22	$0.00	$61,155.00	$61,155.00	$900.00	$0.00	$0.00	$0.00	$0.00	$62,055.00
0014	113	REGISTERED NURSE IV	$57,513.00	($500.00)	$57,013.00	0.03	$1,710.00	$515.00	$59,238.00	$59,238.00	$840.00	$0.00	$0.00	$0.00	$0.00	$60,078.00
0016	113	REGISTERED NURSE III	$55,788.00	$0.00	$55,788.00	0.03	$1,673.64	$0.00	$57,462.00	$57,462.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,462.00
0017	113	REGISTERED NURSE III	$55,788.00	$0.00	$55,788.00	0.03	$1,673.64	$0.00	$57,462.00	$57,462.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,462.00
0018	113	HR COORDINATOR III	$48,199.00	$1.00	$48,200.00	0.03	$1,446.00	$0.00	$49,646.00	$49,646.00	$1,620.00	$0.00	$0.00	$0.00	$0.00	$51,266.00
0019	113	LICENSED VOCATIONAL NURSE II	$42,884.00	$605.00	$43,489.00	0.03	$1,304.67	$0.00	$44,794.00	$44,794.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,794.00
0020	113	LICENSED VOCATIONAL NURSE II	$42,884.00	$605.00	$43,489.00	0.03	$1,304.67	$0.00	$44,794.00	$44,794.00	$600.00	$0.00	$0.00	$0.00	$0.00	$45,394.00
0021	113	LICENSED VOCATIONAL NURSE II	$42,884.00	$605.00	$43,489.00	0.03	$1,304.67	$0.00	$44,794.00	$44,794.00	$720.00	$0.00	$0.00	$0.00	$0.00	$45,514.00
0022	113	LICENSED VOCATIONAL NURSE II	$42,884.00	$605.00	$43,489.00	0.03	$1,304.67	$0.00	$44,794.00	$44,794.00	$420.00	$0.00	$0.00	$0.00	$0.00	$45,214.00
0023	113	LICENSED VOCATIONAL NURSE II	$42,884.00	$605.00	$43,489.00	0.03	$1,304.67	$0.00	$44,794.00	$44,794.00	$420.00	$0.00	$0.00	$0.00	$0.00	$45,214.00
0024	113	LICENSED VOCATIONAL NURSE II	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
0025	113	LICENSED VOCATIONAL NURSE II	$42,884.00	$605.00	$43,489.00	0.03	$1,305.00	$0.00	$44,794.00	$44,794.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,794.00
0026	113	LICENSED VOCATIONAL NURSE II	$42,884.00	$605.00	$43,489.00	0.03	$1,304.67	$0.00	$44,794.00	$44,794.00	$480.00	$0.00	$0.00	$0.00	$0.00	$45,274.00
G027	113	EXECUTIVE ASSISTANT I	$41,481.00	$0.00	$41,481.00	0.03	$1,244.43	$0.00	$42,725.00	$42,725.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$44,165.00
0028	113	SYSTEM SUPPORT SPECIALIST I	$40,078.00	$0.00	$40,078.00	0.03	$1,202.00	$0.00	$41,280.00	$41,280.00	$540.00	$0.00	$0.00	$0.00	$0.00	$41,820.00
0029	113	TB RECORD MANAGER	$38,408.00	$0.00	$38,408.00	0.03	$1,152.24	$0.00	$39,560.00	$39,560.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$41,060.00
0030	113	BILLING SPECIALIST V	$34,360.00	$0.00	$34,360.00	0.03	$1,031.00	$0.00	$35,391.00	$35,391.00	$900.00	$0.00	$0.00	$0.00	$0.00	$36,291.00
0031	113	BILLING SPECIALIST IV	$31,520.00	$387.00	$31,907.00	0.03	$957.00	$0.00	$32,864.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	MEDICAL TECHNICIAN II	$31,520.00	$0.00	$31,520.00	0.03	$945.60	$0.00	$32,466.00	$32,466.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$33,906.00
0033	113	MEDICAL TECHNICIAN I	$28,792.00	$0.00	$28,792.00	0.03	$863.76	$0.00	$29,656.00	$29,656.00	$660.00	$0.00	$0.00	$0.00	$0.00	$30,316.00
0034	113	MEDICAL TECHNICIAN I	$26,140.00	$3.00	$26,143.00	0.03	$784.29	$0.00	$26,927.00	$26,927.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,767.00
0035	113	CLERK III	$25,256.00	$308.00	$25,564.00	0.03	$767.00	$0.00	$26,331.00	$26,331.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$27,591.00
0036	113	CLERK III	$25,256.00	$307.00	$25,563.00	0.03	$766.89	$0.00	$26,330.00	$26,330.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,750.00
0037	113	CLERK III	$25,256.00	$307.00	$25,563.00	0.03	$766.89	$0.00	$26,330.00	$26,330.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$27,830.00
0038	113	CLERK III	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0039	113	CLERK III	$25,256.00	$307.00	$25,563.00	0.03	$766.89	$0.00	$26,330.00	$26,330.00	$720.00	$0.00	$0.00	$0.00	$0.00	$27,050.00
0040	113	CLERK III	$25,256.00	$35.00	$25,291.00	0.03	$758.73	$0.00	$26,050.00	$26,050.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,710.00
~~0042~~	~~113~~	**DELETE THE FOLLOWING POSITION:** ~~LABORATORY TECHNICIAN~~	~~$25,021.00~~	~~$0.00~~	~~$25,021.00~~	~~0.03~~	~~$750.63~~	~~$0.00~~	~~$25,772.00~~	~~$25,772.00~~	~~$720.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$26,492.00~~
0043	113	COURIER	$24,261.00	$0.00	$24,261.00	0.03	$728.00	$0.00	$24,989.00	$24,989.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,989.00
0044	113	CLERK II	$23,927.00	$73.00	$24,000.00	0.03	$720.00	$0.00	$24,720.00	$24,720.00	$840.00	$0.00	$0.00	$0.00	$0.00	$25,560.00
0045	113	CLINIC AIDE II	$23,927.00	$73.00	$24,000.00	0.03	$720.00	$0.00	$24,720.00	$21,187.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,187.00
0046	113	CLINIC AIDE II	$23,927.00	$73.00	$24,000.00	0.03	$720.00	$0.00	$24,720.00	$24,720.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,140.00
0047	113	INVENTORY SPECIALIST I	$24,203.00	$0.00	$24,203.00	0.03	$726.09	$0.00	$24,929.00	$24,929.00	$600.00	$0.00	$0.00	$0.00	$0.00	$25,529.00
0048	113	CLERK II	$23,927.00	$73.00	$24,000.00	0.03	$720.00	$0.00	$24,720.00	$24,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0049	113	CLERK II	$23,927.00	$73.00	$24,000.00	0.03	$720.00	$0.00	$24,720.00	$24,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0050	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$650.00	$0.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-441-00-340-003-0

AI - 38255

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0051	113	CLINIC AIDE II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
0053	113	CLERK II	$23,927.00	$73.00	$24,000.00	0.03	$720.00	$0.00	$24,720.00	$24,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0055	113	CLINIC AIDE II	$23,927.00	$73.00	$24,000.00	0.03	$720.00	$0.00	$24,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0056	113	CLINIC AIDE II	$23,927.00	$73.00	$24,000.00	0.03	$720.00	$0.00	$24,720.00	$24,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0057	113	CLERK II	$21,653.00	$0.00	$21,653.00	0.03	$649.59	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,303.00
G058	113	PUBLIC HEALTH SPECIALIST	$16,967.00	$0.00	$16,967.00	0.03	$509.00	$0.00	$17,476.00	$16,603.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,603.00
G060	113	LICENSED VOCATIONAL NURSE II	$10,450.00	$0.00	$10,450.00	0.03	$314.00	$0.00	$10,764.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G061	113	LICENSED VOCATIONAL NURSE II	$13,256.00	$1.00	$13,257.00	0.03	$398.00	$624.00	$14,279.00	$14,279.00	$480.00	$0.00	$0.00	$0.00	$0.00	$14,759.00
G062	113	LICENSED VOCATIONAL NURSE II	$13,256.00	$1.00	$13,257.00	0.03	$398.00	$624.00	$14,279.00	$14,279.00	$480.00	$0.00	$0.00	$0.00	$0.00	$14,759.00
G063	113	LICENSED VOCATIONAL NURSE III	$14,211.00	$0.00	$14,211.00	0.03	$426.33	$0.00	$14,637.00	$14,637.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,637.00
G064	113	LICENSED VOCATIONAL NURSE III	$11,430.00	($1.00)	$11,429.00	0.03	$342.87	$0.00	$11,772.00	$11,772.00	$360.00	$0.00	$0.00	$0.00	$0.00	$12,132.00
G065	113	OUTREACH SPECIALIST I	$11,213.00	($171.00)	$11,042.00	0.03	$331.00	$176.00	$11,549.00	$11,549.00	$600.00	$0.00	$0.00	$0.00	$0.00	$12,149.00
G067	113	SOCIAL WORKER	$44,287.00	$391.00	$44,678.00	0.03	$1,340.34	$0.00	$46,018.00	$46,018.00	$540.00	$0.00	$0.00	$0.00	$0.00	$46,558.00
G068	113	LICENSED VOCATIONAL NURSE III	$9,663.00	($1.00)	$9,662.00	0.03	$289.86	$0.00	$9,952.00	$9,952.00	$540.00	$0.00	$0.00	$0.00	$0.00	$10,492.00
G069	113	LICENSED VOCATIONAL NURSE III	$9,663.00	($1.00)	$9,662.00	0.03	$290.00	$0.00	$9,952.00	$9,952.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,952.00
G070	113	LICENSED VOCATIONAL NURSE III	$9,664.00	($1.00)	$9,663.00	0.03	$289.89	$0.00	$9,953.00	$9,953.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$11,093.00
G071	113	OUTREACH SPECIALIST II	$8,980.00	$1.00	$8,981.00	0.03	$269.00	$0.00	$9,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G072	113	REGISTERED NURSE III	$55,788.00	$2.00	$55,790.00	0.03	$1,673.70	$0.00	$57,464.00	$57,464.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,464.00
G073	113	REGISTERED NURSE III	$50,487.00	$0.00	$50,487.00	0.03	$1,514.61	$0.00	$52,002.00	$52,002.00	$60.00	$0.00	$0.00	$0.00	$0.00	$52,062.00
G075	113	OUTREACH SPECIALIST I	$7,980.00	$1.00	$7,981.00	0.03	$239.43	$0.00	$8,220.00	$8,220.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,220.00
G076	113	BILLING SUPERVISOR	$40,078.00	$0.00	$40,078.00	0.03	$1,202.34	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
G084	113	CLINIC AIDE II	$5,331.00	$0.00	$5,331.00	0.03	$160.00	$75.00	$5,566.00	$5,566.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,566.00
G086	113	MAINTENANCE II	$2,491.00	$0.00	$2,491.00	0.03	$75.00	$75.00	$2,641.00	$2,641.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$4,021.00
G087	113	OUTREACH SPECIALIST I	$1,341.00	$0.00	$1,341.00	0.03	$40.00	$401.00	$1,782.00	$1,782.00	$840.00	$0.00	$0.00	$0.00	$0.00	$2,622.00
G088	113	OUTREACH SPECIALIST I	$2,076.00	$0.00	$2,076.00	0.03	$62.28	$0.00	$2,138.00	$2,138.00	$720.00	$0.00	$0.00	$0.00	$0.00	$2,858.00
G089	113	ASST TB RECORDS MNGR	$1,656.00	$0.00	$1,656.00	0.03	$50.00	$2.00	$1,708.00	$1,708.00	$900.00	$0.00	$0.00	$0.00	$0.00	$2,608.00
G090	113	OUTREACH SPECIALIST I	$526.00	$0.00	$526.00	0.03	$15.78	$0.00	$542.00	$542.00	$0.00	$0.00	$0.00	$0.00	$0.00	$542.00
G092	113	COMMUNITY SERVICE AIDE	$1,856.00	$0.00	$1,856.00	0.03	$56.00	$0.00	$1,912.00	$1,912.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,912.00
G093	113	COMMUNITY SERVICE AIDE	$1,880.00	$1.00	$1,881.00	0.03	$56.00	$0.00	$1,937.00	$1,936.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,936.00
0094	113	CLERK III	$25,256.00	$0.00	$25,256.00	0.03	$757.68	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
G095	113	COMMUNITY SERVICE AIDE	$709.00	$0.00	$709.00	0.03	$21.00	$0.00	$730.00	$730.00	$0.00	$0.00	$0.00	$0.00	$0.00	$730.00
G096	113	COMMUNITY SERVICE AIDE	$757.00	$0.00	$757.00	0.03	$22.71	$0.00	$780.00	$780.00	$480.00	$0.00	$0.00	$0.00	$0.00	$1,260.00
G098	113	LICENSED VOCATIONAL NURSE II	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G102	113	PUBLIC HEALTH SPECIALIST	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$840.00	$0.00	$0.00	$0.00	$0.00	$840.00
G103	113	HEALTH TECHNICIAN	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$720.00	$0.00	$0.00	$0.00	$0.00	$720.00
G104	113	PUBLIC HEALTH PREP COORD	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
G105	113	LICENSED VOCATIONAL NURSE II	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
0110	113	REGISTERED NURSE IV	$58,888.00	$0.00	$58,888.00	0.03	$1,766.64	$0.00	$60,655.00	$60,655.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,655.00
0111	113	REGISTERED NURSE II	$49,344.00	$0.00	$49,344.00	0.03	$1,480.32	$0.00	$50,824.00	$50,824.00	$780.00	$0.00	$0.00	$0.00	$0.00	$51,604.00
0112	113	MEDICAL TECHNICIAN I	$26,140.00	$3.00	$26,143.00	0.03	$784.29	$0.00	$26,927.00	$26,927.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,927.00
0113	113	MEDICAL TECHNICIAN I	$26,140.00	$3.00	$26,143.00	0.03	$784.29	$0.00	$26,927.00	$26,927.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,467.00
0115	113	EPIDEMIOLOGIST I	$56,434.00	$0.00	$56,434.00	0.03	$1,693.02	$0.00	$58,127.00	$58,127.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,127.00
A120	113	OUTREACH SPECIALIST I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$660.00	$0.00	$0.00	$0.00	$0.00	$660.00
0121	113	ADVANCED CLINICAL PRACTITIONER	$92,582.00	$0.00	$92,582.00	0.03	$2,777.46	$0.00	$95,359.00	$95,359.00	$0.00	$0.00	$0.00	$0.00	$0.00	$95,359.00
A122	113	TB PROGRAM MANAGER	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$480.00	$0.00	$0.00	$0.00	$0.00	$480.00
A123	113	TX VCCNS MANAGER	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
A124	113	OUTREACH SPECIALIST II	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$420.00	$0.00	$0.00	$0.00	$0.00	$420.00
0125	113	REGISTERED NURSE V	$61,828.00	$0.00	$61,828.00	0.03	$1,854.84	$0.00	$63,683.00	$63,683.00	$0.00	$0.00	$0.00	$0.00	$0.00	$63,683.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-441-00-340-003-0

AI - 38255

HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
A126	113	COMMUNITY SERVICE AIDE	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$360.00	$0.00	$0.00	$0.00	$0.00	$360.00
A127	113	CLERK III	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$1,140.00
A128	113	STRATEGIC NATIONAL STOCKPILE COORDINATOR	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
G129	113	CLERK II	$3,464.00	$0.00	$3,464.00	0.03	$104.00	$0.00	$3,568.00	$3,390.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,390.00
G130	113	CLERK II	$4,331.00	$0.00	$4,331.00	0.03	$130.00	$0.00	$4,461.00	$4,461.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,461.00
A131	113	TX VACCINES EDUCATOR	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
A132	113	PUBLIC HEALTH TECHNICIAN I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$300.00
0133	113	BILLING SPECIALIST III	$0.00	$26,014.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0134	**113**	**CREATE THE FOLLOWING POSITION: MEDICAL TECHNICIAN I**	**$0.00**	**$25,772.00**	**$25,772.00**	**0**	**$0.00**	**$0.00**	**$25,772.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$2,846,421.00**	**$60,123.00**	**$2,906,544.00**		**$85,644.09**	**$2,492.00**	**$2,994,683.00**	**$2,838,411.00**	**$44,160.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,882,571.00**

Approval of the personnel actions highlighted above.
All personnel actions pending CC approval.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, April 30, 2013** **Agenda Item:** 38255

Summary of request/proposal:
HEALTH & HUMAN SERVICES- HEALTH CLINICS (1100):
APPROVAL OF THE FOLLOWING PERSONNEL ACTIONS:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	LABORATORY TECH (DELETE)	0042	113	25,772.00	0.00	(25,772.00)
1100	MEDICAL TECH I (CREATE)	0134	113	0.00	25,772.00	25,772.00
				25,772.00	25,772.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-441-00-340-003-0-	113	HEALTH CLINICS-	REG F/T EMPLOYEES	$0.00
3-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
3-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
3-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	$0.00
3-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	$0.00
3-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	$0.00
3-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	$0.00
			2013 Budgetary Impact	$0.00

2014 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office

2/3/2005

AI-38381 **Human Resources 11. D.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Fire Marshal's Office (1100):
Requesting permission to advertise/hire for the following:

Position	Slot #	Budgeted Salary
Clerk III	0007	$ 26,014.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact, funds budgeted within slot.

Slot#0007 is currently filled, change of status to vacate position is in route for employee#187305.

Attachments

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 03:08 PM
Obdett Calzada	Obdett Calzada	04/26/2013 09:39 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Sylvia Rios Started On: 04/24/2013 08:57 AM

Final Approval Date: 04/26/2013

RECEIVED
APR 22 2013
HUMAN RESOURCES

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): Fire Marshal's office

ANNOUNCE VACANCY USING (check one box)

☐ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE Clerk III

☐ NEW POSITION OR REPLACEMENT FOR: Sulema Cavazos EMPLOYEE NO 187305

DEPT NO 300 POSITION/SLOT NO ~~005~~ 007

ADVERTISED SALARY: 23,993 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: See attached job description

WORK LOCATION / HOURS: 1124 N. "M" Rd, Edinburg, TX. M-F 8am-5pm

CONTACT PERSON: Juan Martinez EXTENSION / PHONE NO: 318-2656

Department Head or Elected Official

04/22/13
Date

FUNDS AVAILABLE: YES____ NO____ DATE OF FUND AVAILABILITY: _____

BUDGETED SALARY, GRADE & STEP: $26,014.00

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

Approval by Commissioner's Court Required: YES____ NO____. If yes, attach copy of approval and/or date of agenda and item number and have authorized representative of Commissioner's Court sign below:

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

CLERK III

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Responsible for answering and routing phone calls

Will be assisting the general public

May be required to work overtime or hours other than standard work schedule during emergencies

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Two (2) years of experience may be substituted for one (1) year of education.

Bilingual required (English/Spanish)

Certificates, Licenses & Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to maintain excellent customer service

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

AI-38452 **Health & Human Services Dept. 12. B.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Dairen Sarmiento **Submitted By:** Perla Lopez, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval of First Amendment to the interlocal agreement between The University of Texas Health Science Center at San Antonio and Hidalgo County for the preparation of the 1115 Waiver Program Plan for a total amount of $120,000.00, with authority for County Judge to execute the amendment.

2. Approval to process payment for Invoice No. 3 submitted by The University of Texas Health Science Center at San Antonio in the amount of $20,000.00 pursuant to the amended interlocal agreement between The University of Texas Health Science Center at San Antonio and Hidalgo County, with authority for County Treasurer to issue payment after auditing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-444-00-240-005-3-843

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

BUDGETARY IMPACT:

Available funds as of 4/25/13 are $20,000.00.

Attachments

amendment

Invoice

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	04/26/2013 08:36 AM
Budget & Management	Angela Garcia	04/26/2013 10:16 AM
Obdett Calzada	Obdett Calzada	04/26/2013 04:42 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Perla Lopez Started On: 04/25/2013 04:12 PM

Final Approval Date: 04/26/2013

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

This First Amendment to Interlocal Cooperation Agreement ("Amendment") is made and entered into effective April 30, 2013, by and between Hidalgo County, Texas ("Receiving Party) and The University of Texas Health Science Center as San Antonio ("Performing Party").

Performing Party and the Receiving Party are parties to a certain Interlocal Cooperation Contract approved by Commissioners Court of Receiving Party on October 1, 2012 (the "Agreement").

The parties wish to amend the Agreement as further stated herein.

NOW, THEREFORE, in consideration of the foregoing premises, the following mutual terms and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HMA and the Company agree as follows:

1. Section IV of the Agreement shall be deleted in its entirety and the following inserted in lieu thereof:

   A. The total amount of the Contract shall not exceed One Hundred Twenty Thousand ($120,000.00).

2. Ratification. Except as expressly modified and amended hereby, the Agreement and all the terms and provisions thereof are and shall remain in full force and effect and the same are hereby ratified and confirmed. In the event of a dispute between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.

3. Counterparts. This Amendment may be executed in counterparts. Each executed counterpart of this Amendment will constitute an original document, and all executed counterparts, together, will constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first above written.

RECEIVING PARTY:

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

PERFORMING PARTY:

The University of Texas Health Science Center as San Antonio

By:_____

Andrea Marks, Vice President, CFO

Printed Name:_____

Title:_____

Date:_____

SOUTH TEXAS PROGRAMS
UT HEALTH SCIENCE CENTER
BROWNSVILLE TO LAREDO

Please Remit To:
UT Health Science Center San Antonio
Attn: Andrea Marks
MCS: 7866
7703 Floyd Curl Dr.
San Antonio, TX 78229

RECEIVED
APR 09 20[illegible]
HidalgoCountyHumanServices

Bill To:
Hidalgo County
Health & Human Services Department
Attn: Dairen Sarmiento
1304 South 25th Avenue
Edinburg, TX 78542

Project:	**Health Management Associates**		
Strategy:	**RHP5/DSRIP Professional and Consulting Services**		
Invoice #:	**3**	**Invoice Date:**	**4/3/2013**
Period:	**Final Payment from Contract**	**Due Date:**	**4/18/2013**
Project ID:	**150004**		

Category:		**Total Hours**		**Rate**		**Fees**
Personnel Costs						
	Lisa Duchon	25.75	$	300.00	$	7,725.00
	Linda Wertz	11.00	$	300.00	$	3,300.00
	Dennis Roberts	22.00	$	290.00	$	6,380.00
	Glenda Stepchinski	8.95	$	290.00	$	2,595.00
		67.70			**$**	**20,000.00**
Total Costs					**$**	**20,000.00**

AI-38365 **Health & Human Services Dept. 12. C.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Dairen Sarmiento **Submitted By:** Perla Lopez, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Discussion, consideration, and approval of Hidalgo County 1115 Waiver Intergovernmental Transfer Revised Policy.

2. Discussion, consideration, and approval to transfer up to $2,858,335.50 (maximum share) to the County of Hidalgo Medicaid Supplemental Program Escrow Account for Demonstration Year 1 Delivery System Reform Incentive Payment (DSRIP).

3. Approval of Letter as requested by Health and Human Services Commission in reference to the Demonstration Year 1 Delivery System Reform Incentive Payment (DSRIP) to Hidalgo County, with authority for County Judge to execute the letter.

BACKGROUND

As the Anchor for Region 5, Hidalgo County will receive a one-time DSRIP payment in recognition of its previous and continuing services as Anchor. HHSC has requested a letter to be submitted with direction on how to deposit the DY 1 DSRIP payment.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-444-00-240-005-0-843

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

BUDGETARY IMPACT:

Pending transfer (AI #38480).

Attachments

revised letter

Revised Policy

Tex Net Instructions

Email

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	04/25/2013 08:48 AM
Budget & Management	Angela Garcia	04/25/2013 01:24 PM
Olga Garza	Olga Garza	04/26/2013 04:36 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Perla Lopez Started On: 04/23/2013 01:36 PM

Final Approval Date: 04/26/2013

Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 318-2011 • Fax: (956) 318-2019
318-2018 (Billing)

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

April 30, 2013

Health and Human Services Commission
Brown-Heatly Bldg., 4900 North Lamar Blvd.
Austin, TX 78751

Attn: Executive Commissioner Janek

In December 2011, Health and Human Services Commission (HHSC) received approval for a Medicaid demonstration called the Texas Transformation and Quality Improvement Program Section 1115 Waiver. Hidalgo County agreed to become the Anchor for Region 5 which is comprised of Hidalgo County, Starr County, Cameron County, and Willacy County. Hidalgo County has performed its duties as Anchor for Region 5 by aiding in the organization and submission of the Regional Healthcare Partnership Plan; and has continued to fully commit to its duties as Anchor according to the Texas Administrative Code, the Program Funding and Mechanics Protocol, and the RHP Planning Protocol. In accordance with agreements with HHSC and Center for Medicaid and Chip Services (CMS), an Anchor will receive a one-time Delivery System Reform Incentive Payment (DSRIP) in recognition of its previous and continuing services as Anchor.

Since Hidalgo County is an enrolled Medicaid Provider, an interlocal agreement between Hidalgo County and HHSC for Demonstration Year 1 DSRIP payment is not required. Payment for Demonstration Year 1 DSRIP should be transferred to Hidalgo County Health & Human Services Department Medicaid Provider Number 139350611.

Should there be any additional concerns and/or any additional information required, please contact Eddie Olivarez at 956-318-2011.

Thank You,

_____

Ramon Garcia
Hidalgo County Judge

CC: Charles Greenberg, Assistant General Counsel
Lisa Kirsch, Medicaid/Chip Deputy Director for Healthcare Transformation Waiver Operations and Cost Containment
Pam McDonald, Director of Rate Analysis

1115 WAIVER INTERGOVENMENTAL TRANSFER POLICY

BACKGROUND

In December 12, 2011, under the authority of section 1115(a)(1) of the Social Security Act, the state of Texas received federal approval of an 1115 waiver that would preserve Upper Payment Limit (UPL) funding under a new methodology.

The 1115 Healthcare Transformation Waiver, supplemental payment funding, managed care savings, and negotiated funding will go into two statewide pools. Funding from the pools will be distributed to hospitals and other providers to support (1) uncompensated care (UC) pool to reimburse for uncompensated care costs; and (2) a Delivery System Reform Incentive Payment (DSRIP) pool to incentivize hospitals and other providers to transform their service delivery practices to improve quality, health status, patient experience, coordination, and cost-effectiveness.

PURPOSE AND OBJECTIVES

1.1 The purpose of this policy is to establish the process of the intergovernmental transfer (IGT) to Texas Health and Human Services Commission (HHSC) that fund the non-federal share of UC and/or DSRIP payments.

During the budget process, Hidalgo County Commissioners' Court approves the amount of funds it will contribute for UC and/or DSRIP.

DEFINITIONS

2.1 **Intergovernmental Transfers (IGT):** State and local funds derived from taxes, assessments, levies, investments, and other public revenues within the sole and unrestricted control of a governmental entity and eligible for federal match under the 1115 Transformation Waiver. This does not include gifts, grants, trusts, or donations, the use of which is conditioned on supplying a benefit solely to the donor or grantor of the funds.

2.2 **Uncompensated Care (UC):** Costs of uncompensated care provided to Medicaid eligible or to individuals who have no funds or third party coverage for services provided by the hospital or other providers.

2.3 **Delivery System Reform Incentive Payment (DSRIP):** Incentive payments available for projects under the Transformation waiver to enhance access to health care, increase the

quality of care, the cost-effectiveness of care provided and the health of the patients and families served. Projects eligible for incentive payments must come from the DSRIP menu, be included in a Texas Health and Human Services Commission (HHSC) and Centers for Medicare and Medicaid Services (CMS) approved RHP plan and have corresponding metrics and milestones.

POLICY & PROCEDURES

3.1 During the budget process, Commissioners' Court will determine and approve the amount of funds Hidalgo County will contribute for UC and/or DSRIP each fiscal year.

3.2 Hidalgo County Health & Human Services, Auditor's Office, Treasurer's Office, and the Department of Budget & Management will receive notification and direction from Hidalgo County Clinical Services, Inc. (HCCS Inc.) a month to two weeks prior to the IGT due date.

3.3 Hidalgo County Health & Human Services will request approval from Commissioners' Court to drawdown the committed IGT funds.

a.) Hidalgo County will drawdown the entire committed IGT funds in the first drawdown requested by HHSC, unless Hidalgo County is advised otherwise by HHSC.

b.) If Hidalgo County does not drawdown the entire committed IGT funds in the first drawdown; Hidalgo County will submit the remaining IGT funds in subsequent drawdown requests submitted by HHSC.

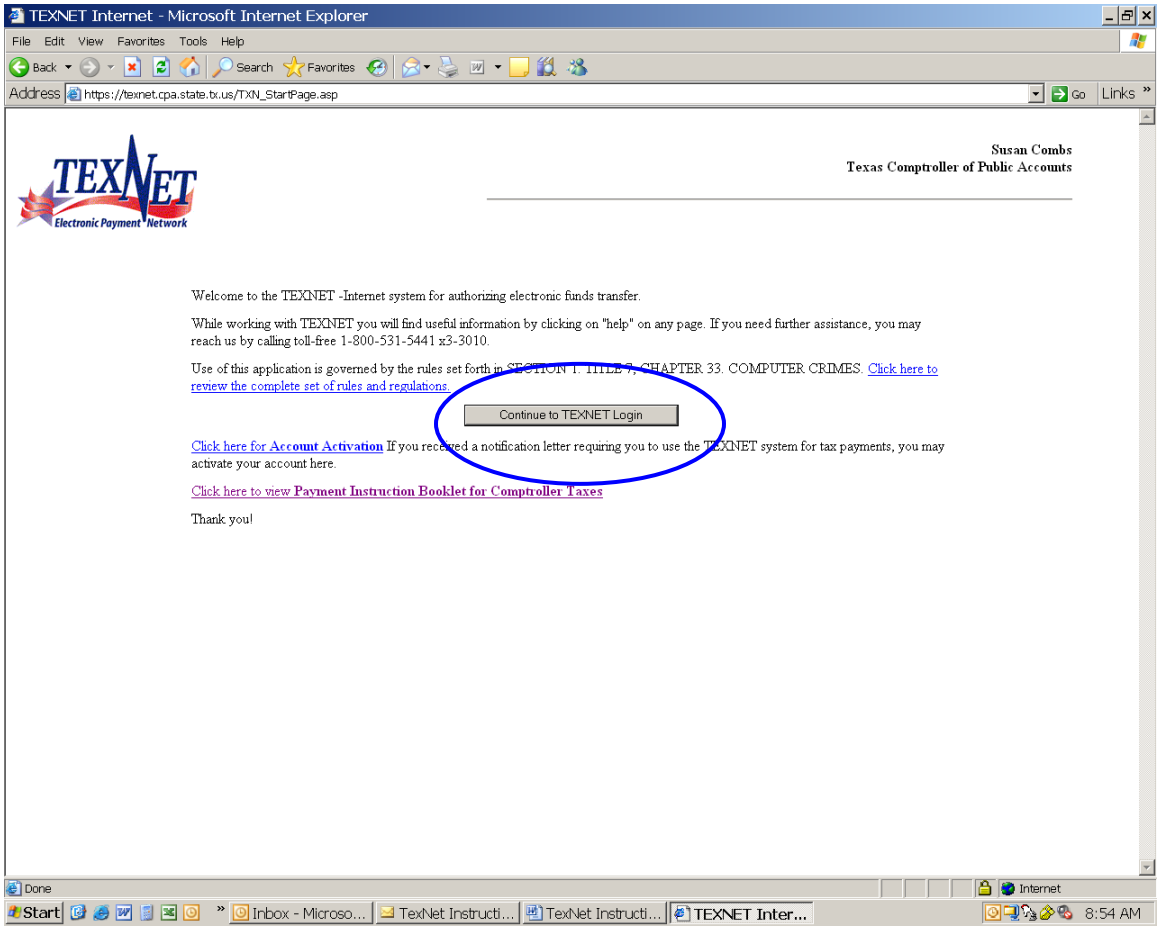
TexNet Instructions

Using the TexNet login information sent to you in an envelope from the Comptrollers Office, please follow the instructions below to transfer TexNet funds for your entities' affiliated UPL Program.

- **Step 1:** ***No later than 5:00 p.m. CST*** **_____, _____**, go to http://www.window.state.tx.us/ and select the "TEXNET" link on the left side of the screen.



- **Step 2:** Click “Continue”.



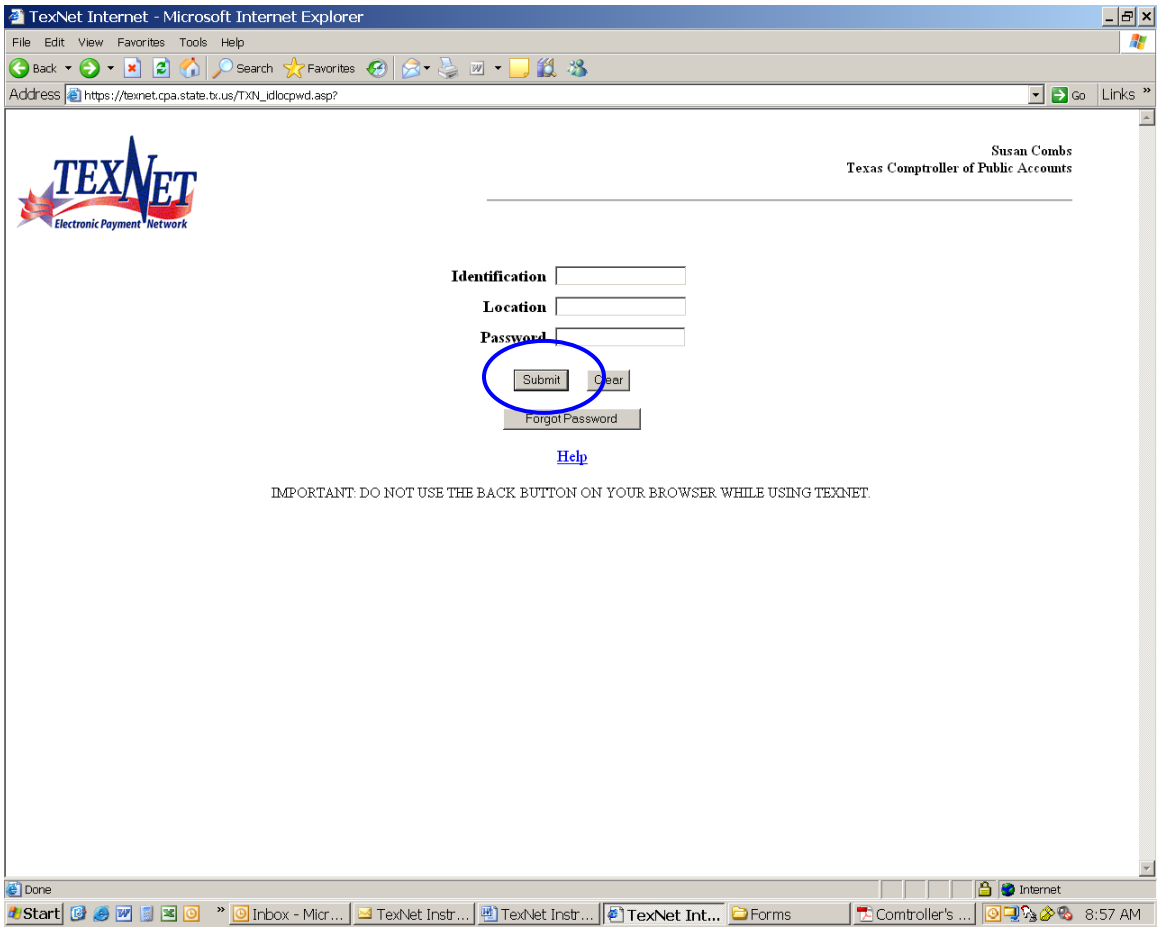
- **Step 3:** Using your account information sent to you by the Comptroller's, enter the following information into the appropriate fields:

  Identification – 60500
  Location – *[Enter the location provided by the Comptroller]*
  Password – *[Enter the password provided by the Comptroller]*

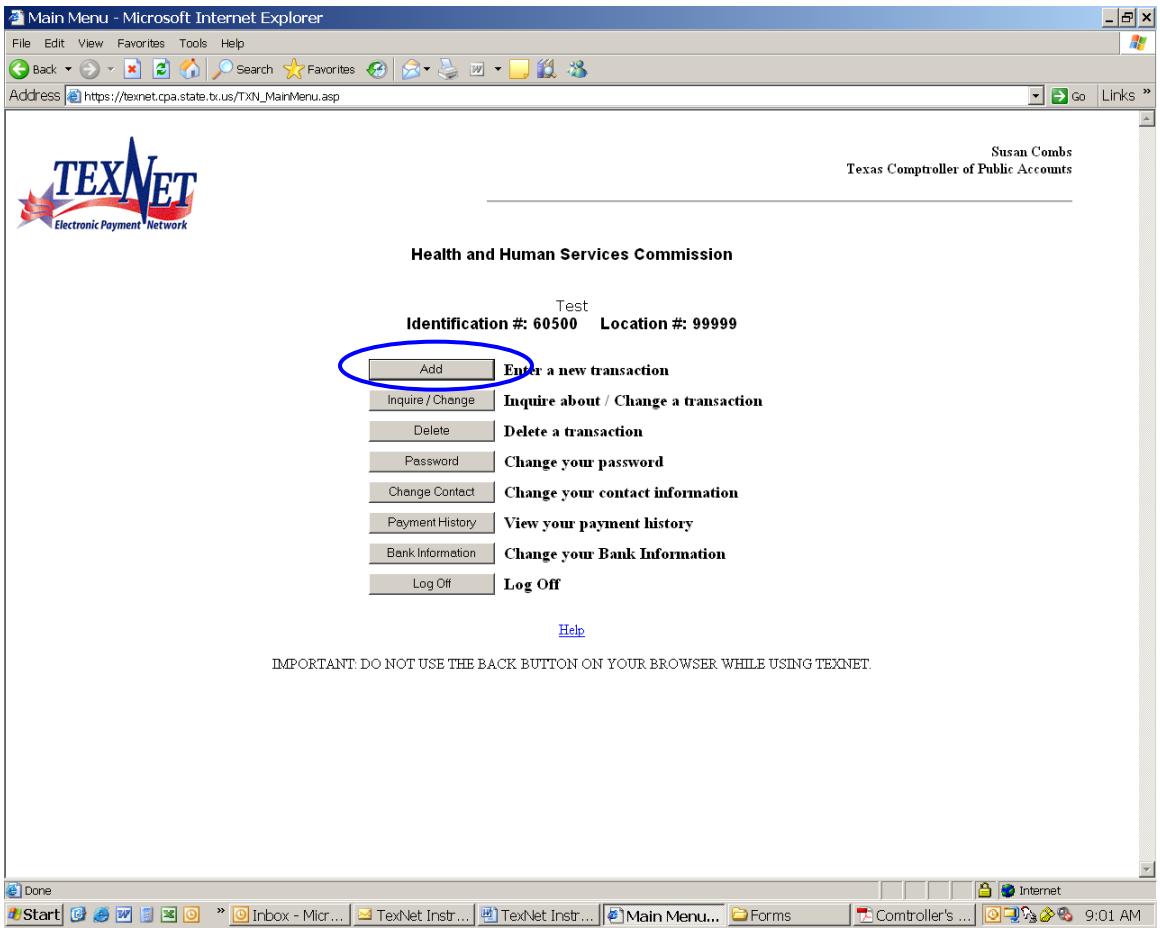
  Click "Submit."

  *** To practice entering in a TexNet please enter in the following codes:

  Identification – 60500
  Location – 99999
  Password – 111



- **Step 4:** Click the “Add” button next to “Enter a new transaction.”



- **Step 5:** Enter the following information into the requested fields:

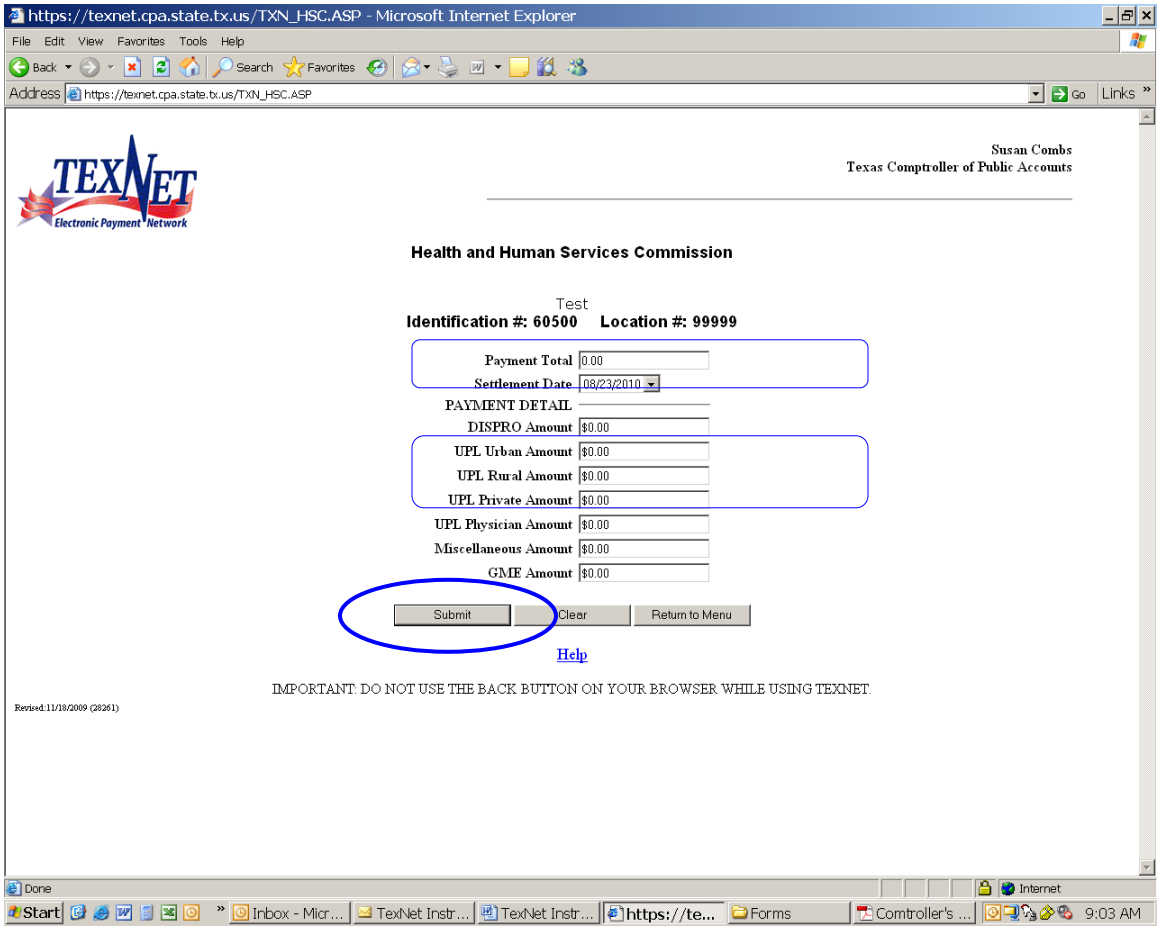
  Payment Total – *This is the total IGT amount; enter the total transfer amount in the "Payment Total" field*

  Settlement Date – *This is the Funds Transfer Date, enter the settlement date in "Settlement Date" field*

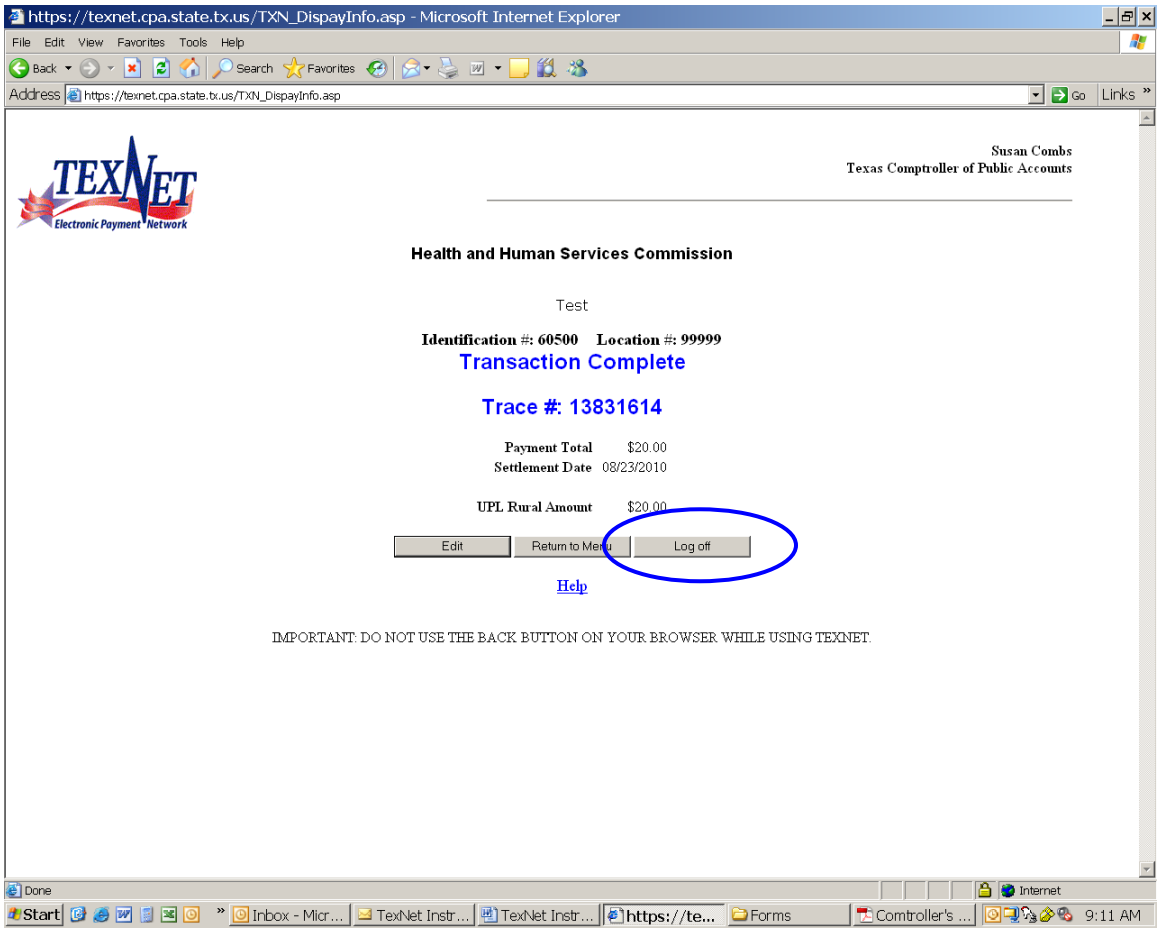
  Payment Detail –

  (1) *Large Urban Public UPL Hospital's: enter the total transfer amount again into the "UPL Urban Amount" field (i.e. this is the same amount that was entered into the "Payment Total" field);*
  (2) *Rural Public UPL Hospital's: enter the total transfer amount again into the "UPL Rural Amount" field; or*
  (3) *Private Hospital UPL Hospital's: enter the total transfer amount again into the "UPL Private Amount" field*

Leave the "$0.00" amounts in the remaining fields and select "Submit."



- **Step 6:** You should receive confirmation of your TexNet on the following screen. Please save your Trace Number for your files.



If you encounter any problems, please call the Comptroller's TexNet Hotline toll free at (800) 531-5441 ext 3-3010 or refer to the Comptroller's TexNet Guide to address them. If not, please select "Logoff.

Please note corrections must be made by 5 pm on the business day *before* your settlement date.

From: "Greenberg,Charles (HHSC)" <Charles.Greenberg@hhsc.state.tx.us>
To: "Perla Lopez" <perla.lopez@mail.hchd.org>
Cc: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
Subject: RE: FW: Non-Provider Anchor Agreement re DY1 DSRIP
Date: 4/22/2013 4:48:05 PM

Thank you for the response. From a quick search on our system, it appears that the Hidalgo County Health Department is an enrolled Medicaid provider. We should be able to provide the DY1 DSRIP payment to Hidalgo County without the county needing to sign the Interlocal Agreement. However, for audit purposes, could you please provide a letter signed by the appropriate county authority stating your direction to HHSC to deposit the DY1 DSRIP payment as it would any other Medicaid payment to your health department? Within the letter, please provide the name of official name of the health department and the relevant Medicaid provider number.

If you have any question, please do not hesitate to ask.

Charles Greenberg

Assistant General Counsel

Rules and Policy Section

Office of the General Counsel

Health and Human Services Commission

(512) 424-6863

From: Perla Lopez [mailto:perla.lopez@mail.hchd.org]
Sent: Monday, April 22, 2013 8:23 AM
To: Greenberg,Charles (HHSC)
Cc: Dairen Sarmiento
Subject: Fwd: FW: Non-Provider Anchor Agreement re DY1 DSRIP
Importance: High

Mr. Greenberg,

Good morning. Hope you are doing well. We have received and reviewed the interlocal agreement. In 3.2.1 of the interlocal it states that the anchor is NOT an enrolled medicaid provider. Since Hidalgo County is a Medicaid provider - do we still need to enter into this interlocal agreement? Also, I would like to inquire

on how I can get a copy of our Medicaid Agreement. Please advise at your soonest convenience. Have a great day.

Thank You,

Perla Lopez
Coordinator III
Hidalgo County - Health & Human Services
1304 S. 25th Avenue
Edinburg, TX 78542
perla.lopez@hchd.org
(956) 318-2011 ext. 427

---- Original Message ----
From: "Eddie Olivarez" <eddie.olivarez@hchd.org>
Sent: 4/22/2013 7:51:31 AM
To: "Dairen Sarmiento" <Dairen.sarmiento@hchd.org>, perla.lopez@hchd.org
Subject: FW: Non-Provider Anchor Agreement re DY1 DSRIP

fyi

Eduardo Olivarez

Chief Administrative Officer

Hidalgo County Health and Human Services

1304 South 25th Ave.

Edinburg, Texas 78542

956-383-8858 Office

www.twitter.com/hidalgohealth

From: Greenberg,Charles (HHSC) [mailto:Charles.Greenberg@hhsc.state.tx.us]
Sent: Friday, April 19, 2013 2:38 PM
To: eddie.olivarez@hchd.org
Subject: FW: Non-Provider Anchor Agreement re DY1 DSRIP
Importance: High

Mr. Olivarez,

I would like to check on the status of the Non-Provider Anchor Agreement sent in the email below. As you know, the DY1 DSRIP payment is scheduled to be paid next month and we need to more towards finalizing this agreement. We would like to make a couple changes to the draft but I was hoping to sec if you had any suggested edits or any questions before sending those.

Regards.

Charles Greenberg

Assistant General Counsel

Rules and Policy Section

Office of the General Counsel

Health and Human Services Commission

(512) 424-6863

From: HHSC Texas Healthcare Transformation and Quality Improvement Program
Sent: Tuesday, March 26, 2013 3:35 PM
To: Bill Bilyeu; Judge Keith Self (keith.self@collincountytx.gov); Leigh Hornsby (leigh.hornsby@publicinformationassociates.com); Larry Tonn (tonn@austin.rr.com); Nancy Cadena (ncadena@webbcountytx.gov); Nora Prado; Dairen Sarmiento (dairen.sarmiento@hchd.org); Eddie Olivarez (eddie.olivarez@hchd.org); Sarah Cook (sarah.cook@centralhealth.net); Jonny F. Hipp
Cc: Greenberg,Charles (HHSC); Khalsa,Ardas (HHSC); Kirsch,Lisa (HHSC)
Subject: Non-Provider Anchor Agreement re DY1 DSRIP

Attached is a draft Interlocal Agreement for non-provider anchors for the purposed of DY 1 DSRIP payment. Anchors that are Medicaid providers already have a comparable contract via their Medicaid provider enrollment agreement.

If you have any questions, please contact Charlie Greenberg, in the Office of General Council at HHSC, cc'd on this e-mail. We will follow up with a final template for signature.

AI-38320 **Health & Human Services Dept. 12. D.**

CC REGULAR

Meeting Date: 04/30/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit renewal grant application for the Public Health Emergency Preparedness (PHEP) program for FY 14 in the amount of $587,198.00. This grant requires a ten percent local funding match.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-013-4-XXX

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

BUDGETARY IMPACT:

This grant requires a ten percent local funding match of $58,720.00.

Cash match for this grant was reserved during the 2013 budget process under account# 3-1100-491-01-000-293-3-891

Attachments

Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/19/2013 10:22 AM
Manuel Chapa	Manuel Chapa	04/26/2013 10:33 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Mike Escaname Started On: 04/19/2013 09:16 AM

Final Approval Date: 04/26/2013

Mike Escaname

From: eddie.olivarez <eddie.olivarez@hchd.org>
Sent: Friday, April 19, 2013 9:00 AM
To: Mike Escaname (mike.escaname@hchd.org)
Subject: Fwd: FY14 PHEP Allocation - CPS/HAZARDS-Hidalgo County
Attachments: Blank FY14 Budget Templates with Match.xls; FY14 BUDGET CHECKLIST.DOC

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health & Human Services
1304 South 25th Ave.
Edinburg, Texas 78542

956-383-8858 Office
eddie.olivarez@hchd.org
Twitter.com/hidalgohealth

---- Original Message ----
From: "Lundry,Lucia (DSHS)" <Lucia.Lundry@dshs.state.tx.us>
Sent: 4/18/2013 3:36:17 PM
To: "Eva Rubio (evangelina.rubio@hchd.org)" <evangelina.rubio@hchd.org>, "Eddie.Olivarez@hchd.org" <Eddie.Olivarez@hchd.org>
Cc: "Lundry,Lucia (DSHS)" <Lucia.Lundry@dshs.state.tx.us>
Subject: FY14 PHEP Allocation - CPS/HAZARDS-Hidalgo County

Dear FY14 Contractor,

Your FY14 allocation dollar amount is $___587,198.00_____for Program ID: HAZARDS (PHEP).

The FY14 contract will be in effect from September 1, 2013 thru August 31, 2014. Also attached are the Budget Templates, Face Page, Contact Page, and Checklist. Please complete each document and e-mail the completed documents back to me by **Thursday, close of business, May 2, 2013.**

**The budget will be reviewed and processed in the order in which they are received. Please note that the FY14 contractor is required to provide matching funds of no less than 10% of this Program Attachment total costs.

Please do not alter the Budget Templates, Face Page, or Contact Page. As a reminder, the budget templates are locked to prevent the deletion of formulas. Budgets will only be accepted on the new budget templates labeled FY 2014. Dollar amounts must be in whole numbers. Budgets with figures not represented as whole dollars will be returned for revision.

Please contact me regarding any questions.

Thank you,

Lucia Lundry, CTCM, CTPM

(512) 776-2244 (Direct)

Email: Lucia.Lundry@dshs.state.tx.us

Regional Local Health Services & Compliance Branch

Contract Management Unit, MC1990

Department of State Health Services

P.O. Box 149347

Austin, Texas 78714-9347

W239

(512) 776-7428, EXT. 2244

Fax: (512) 776-7391

AI-38259 **Health & Human Services Dept. 12. E.**

CC REGULAR

Meeting Date: 04/30/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Preparedness and Prevention Community Preparedness Section / Bioterrorism Discretionary grant contract #2013-041204 Amendment 003B. The purpose of this Amendment is to revise the budget to reflect the correct amount for the Equipment budget category and the Match cost. The effective date of this Amendment is 04/30/13.

2. Requesting approval of the Budget Appropriation.

BACKGROUND

08/27/12 - AI-33468 - Acceptance of PPCPS / BDS FY 13 grant.
03/01/13 - AI-37018 - Acceptance of PPCPS / BDS FY 13 Amendment 003A

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-047-3-xxx

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

BUDGETARY IMPACT:

Budget includes a 10% match.

Cash match for this grant was reserved under account# 3-1100-491-01-000-293-3-891

Attachments

Amendment
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/17/2013 08:36 AM
Manuel Chapa	Manuel Chapa	04/26/2013 10:36 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Mike Escaname Started On: 04/16/2013 03:04 PM

Final Approval Date: 04/26/2013

Mike Escaname

From: Eva Rubio <evangelina.rubio@hchd.org>
Sent: Monday, April 15, 2013 11:15 AM
To: 'Mike Escaname'
Subject: FW: 2013-041204-003B, PPCPS/BTDFP1, HIDALGO COUNTY
Attachments: HIDALGO COUNTY-AMENDMENT B.pdf; HIDALGO COUNTY-BUDGET.pdf; HIDALGO COUNTY-EQUIPMENT LIST.pdf

Evangelina Rubio
Public Health Preparedness Coordinator
Hidalgo County Health and Human Services Department
1304 S. 25th Avenue
Edinburg, Texas 78542
956-318-2426 (Office)
956-318-2431 (Fax)
evangelina.rubio@hchd.org
www.hchd.org

From: Ockletree,Donna (DSHS) [mailto:Donna.Ockletree@dshs.state.tx.us]
Sent: Monday, April 15, 2013 10:07 AM
To: Eddie.Olivarez@hchd.org; Evangelina.Rubio@hchd.org; Nancy.trevino@hchd.org
Cc: Lundry,Lucia (DSHS)
Subject: 2013-041204-003B, PPCPS/BTDFP1, HIDALGO COUNTY

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) amendment. Please print two copies of each, in the order they appear in this e-mail, sign and return both copies to this unit as soon as possible. Your amendment will be signed by DSHS and returned to your agency.

Changes made to any portion of the amendment documents are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

PLEASE NOTE: Return both copies of the amendment in their entirety to the address below. Amendments returned to any other address may result in contract delays.

Mailing Address for Regular Mail	**Physical Address for Overnight Mail**
Client Services Contracting Unit MC 1886	Client Services Contracting Unit MC 1886
Department of State Health Services	Department of State Health Services
PO Box 149347	1100 W. 49th Street
Austin, TX 78714-9347	Austin, TX 78756

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Donna Ockletree at 512-776-3683 or via email at donna.ockletree@dshs.state.tx.us

Donna Ockletree, CTPM
Department of State Health Services
Client Services Contracting Unit, Tower Bldg.
1100 West 49th Street
Austin, TX 78756

US Mail: PO Box 149347
Austin, TX. 78714-9347

Phone: 512-776-3683
Fax: 512-776-7351
Click here for Contracting Resources:
http://online.dshs.state.tx.us/finance/cscu.htm

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY_ (Contractor) agree to amend the Program Attachment #003A (Program Attachment) to Contract #2013-041204 (Contract) in accordance with this Amendment No. 003B: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre, effective 04/05/2013.

The purpose of this Amendment is to revise the budget to reflect the correct amount for the Equipment budget category and the Match cost.

Therefore, DSHS and Contractor agree as follows:

The Program Attachment number is revised as follows:

PROGRAM ATTACHMENT NO. ~~**003A**~~ **003B**

The Categorical budget and the equipment list are revised as attached.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Signature of Authorized Official

Date: _____

David Gruber

Assistant Commissioner for Regional
and Local Health Services

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

512.834.4555

David.Gruber@dshs.state.tx.us

Contractor

Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

CONTRATOR: HIDALGO COUNTY
CONTRACT NO: 2013-041204
CONTRACT TERM: 09/01/2012 **THRU:** 08/31/2013
BUDGET PERIOD: 09/01/2012 **THRU:** 08/31/2013 **CHG:** 003B

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$139,519.00	$151,467.00	$11,948.00
Supplies	$56,065.00	$44,317.00	$(11,748.00)
Contractual	$103,121.00	$103,121.00	$0.00
Other	$7,444.00	$7,244.00	$(200.00)
Total Direct Charges	$306,149.00	$306,149.00	$0.00
INDIRECT COST			
Base ($)	$0.00	$0.00	$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	$0.00	$0.00	$0.00
PROGRAM INCOME			
Program Income	$0.00	$0.00	$0.00
Other Match	$30,616.00	$30,616.00	$0.00
Income Total	$30,616.00	$30,616.00	$0.00
LIMITS/RESTRICTIONS			
Advance Limit	$0.00	$0.00	$0.00
Restricted Budget	$0.00	$0.00	$0.00
SUMMARY			
Cost Total	$306,149.00	$306,149.00	$0.00
Performing Agency Share	$30,616.00	$30,616.00	$0.00
Receiving Agency Share	$275,533.00	$275,533.00	$0.00
Total Reimbursements Limit	$275,533.00	$275,533.00	$0.00
JUSTIFICATION			
To correct the equipment cost and match cost center.			

Financial status reports are due: 12/31/2012, 03/29/2013, 07/30/2013, 10/30/2013

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre
CONTRACTOR: HIDALGO COUNTY
CONTRACT TERM: 09/01/2012 **THRU:** 08/31/2013
BUDGET PERIOD: 09/01/2012 **THRU:** 08/31/2013
CONTRACT NO: 2013-041204 **CHG:** 003B

PREVIOUS EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	GTR 8000 Base Radio repeater	1	$89,520.00	$89,520.00
2	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR	2	$5,049.50	$10,099.00
3	a morgue trailer	1	$39,900.00	$39,900.00
			$	$

NEW EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	GTR 8000 Base Radio repeater	1	$99,468.00	$99,468.00
2	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR	2	$5,049.50	$10,099.00
3	a morgue trailer	1	$41,900.00	$41,900.00
			$	$

DATE: April 19, 2013

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 3-1293-441-00-340-047-3-XXX PPCPS-BDS

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
		-
Equipment		
3-1293-441-00-340-047-3-748	PPCPS-BDS - Other Equipment	$ 11,948.00
Supplies		
		$ -
3-1293-441-00-340-047-3-619	PPCPS-BDS - Other Miscelleneous Supplies	$ (11,748.00)
Other		
		$ -
3-1293-441-00-340-047-3-441	PPCPS-BDS - Rental of Land and Buildings	$ (200.00)
		$ -
	TOTAL APPROPRIATION	$ -
		$ -
		$ -
		$ -
	TOTAL APPROPRIATION	$ -

REASON: To appropriate the PPCPS-BDS grant amendment 003B for FY 13.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S CC DATE ATTEST CO. CLERK

AI-38444 **IT Department 14. A.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

CCL #7:
Authorization and approval to purchase wireless device through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Description:	Username:	Plan Description:	Equipment Cost:	MDN:
Data Card	Office Use	Unlimited Data Plan @ $37.99 X 8/months = $303.92	$0	New Activation

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-027-001-0-532

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

BUDGETARY IMPACT:

Requisition #235610.

Attachments

Request Form/Requisition
Quote/Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 08:05 AM
Olga Garza	Olga Garza	04/26/2013 02:15 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Griselda Salazar Started On: 04/25/2013 02:53 PM

Final Approval Date: 04/26/2013

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE

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

Department: CC7 Dept#:_____

Quantity: 1

Service: $37.99/mo (x) 8 months = # 303.92 Account: 3-1100-412-00-027-001-0-532

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

Requisition Total: # 303.92 **Requisition Number:** 235610

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature | Sergio J. Valdez (Print Name) | 4-25-13 (Date)

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

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Unlimited Data Plan @ 31.99

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

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

Revised: 03/09/2011

Requisition

Req # 00235610

PO #

Date: 04/25/13

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: COUNTY COURT AT LAW #7
100 E. CANO, 1ST FLOOR
EDINBURG TX 78539

Contact: NOE MARTINEZ
956-292-7780

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
8.00	MONTH	UNLIMITED DATA PLAN	37.99	303.92
				.00
		Account No	Encumbrance	
		3-1100-412-00-027-001-0-532	303.92	
			Freight	.00
			Total	303.92
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal For Hidalgo County — **Date: 1/11/2013**

Rate Plan:	Line Count	Discounted Monthly Access	Unlimited Minutes (Y/N)	Included Minutes	Included Text	Data Usage	Overage	Monthly Cost	Yearly Cost
4G $37.99 Unlimited Mobile Broadband Plan (BGSA 666)	1	$37.99	N	0	0	Unlimited	$0.00	$37.99	$455.88
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
		$0.00	0	0	0	0	$0.00	$0.00	$0.00
Total	1	$37.99		0				$37.99	$455.88

Features 23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.	Line Count	Discounted Monthly Access	Monthly Cost	Yearly Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
Total	0	$0.00	$0.00	$0.00
RATE PLAN & FEATURE ESTIMATED ANNUAL COST				$455.88

Quarterly Device Promotions	Line Count	Cost per Unit		Total
Verizon Wireless MIFI4620LE (PP $27.99+)	1	$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
Total	1	$0.00		$0.00

Device	Line Count	Cost per Unit		Total
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
		$0.00		$0.00
Total	0	$0.00		$0.00

Accessory - 35% Off	Line Count	Cost per Unit	Discount	Total
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Total	0	$0.00		$0.00
EQUIPMENT ESTIMATED COST				$0.00

INVESTMENT ESTIMATE	Total
Rate Plan & Feature Estimated Annual Cost:	$455.88
Equipment Estimated Cost:	$0.00
INVESTMENT TOTAL	$455.88

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDO-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

MACHINE TO MACHINE SHARE GROUP 1	DATA	ACCESS	DISCOUNT	ACCESS (after disc)
MACHINE TO MACHINE 1MB PLAN (SHARE)	1MB	$5.00	n/a	n/a
MACHINE TO MACHINE 5MB PLAN (SHARE)	5MB	$7.00	n/a	n/a
MACHINE TO MACHINE 25MB PLAN (SHARE)	25MB	$10.00	n/a	n/a
MACHINE TO MACHINE 50MB PLAN (SHARE)	50MB	$15.00	n/a	n/a
MACHINE TO MACHINE SHARE GROUP 2	**DATA**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
MACHINE TO MACHINE 250MB PLAN	250MB	$25.00	n/a	n/a
MACHINE TO MACHINE 5GB PLAN	5GB	$50.00	23%	$42.50
MACHINE TO MACHINE 250MB PLAN (SHARE)	250MB	$35.00	23%	$29.75
MACHINE TO MACHINE 5GB PLAN (SHARE)	5GB	$60.00	23%	$51.00
DATA ONLY PLANS: SMARTPHONE & BB	**DATA**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
NATIONWIDE UNLIMITED PDA+IN+TXT $47.49 1108	UNL	$47.49	22%	$37.04
NATIONWIDE UNLIMITED BLACKBERRY+IN+TXT $47.49 1108	UNL	$47.49	22%	$37.04
GLOBALEMAIL & DATA UNLIM + TXT 6537 0408	UNL	$65.37	22%	$50.98
MOBILE BROADBAND PLANS	**DATA**	**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
4G $37.99 UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	UNL	$37.99	n/a	n/a
4G MOBILE BROADBAND 5GB $0.05/MB $34.99 0911	5GB	$34.99	n/a	n/a
3G $37.99 UNLIMITED MOBILE BROADBAND PLAN (BGSA 666)	UNL	$37.99	n/a	n/a
3G $37.99 UNLIMITED USA-ONLY MOBILE BROADBAND PLAN (BGSA 666)	UNL	$37.99	n/a	n/a
DATA FEATURES		**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
UNLIMITED SMARTPHONE		$44.99	23%	$34.64
BBA CONNECT UNL $10		$10.00	n/a	n/a
GLOBAL DATA FEATURE - $25/100 MB DATA ALLOWANCE		$25.00	23%	$19.25
4G GLOBAL DATA FEATURE - $25/100 MB DATA ALLOWANCE		$25.00	23%	$19.25
ADDITIONAL FEATURES		**ACCESS**	**DISCOUNT**	**ACCESS (after disc)**
23% DISCOUNT APPLIES TO FEATURES OF $24.99 OR HIGHER, WHEN COMBINED WITH RATE PLANS $34.99 AND HIGHER.				
PUSH TO TALK FOR ENTERPRISE VALID ON ANY NATIONWIDE PLAN		$5.00	n/a	n/a
PUSH TO TALK FOR ENTERPRISE (ONLY WITH STATE OF TEXAS LOC DIGITAL)		$10.00	n/a	n/a
PUSH TO TALK FOR ENTERPRISE BB (ONLY WITH STATE OF TEXAS LOC DIGITAL)		$10.00	n/a	n/a
PUSH TO TALK FOR ENTERPRISE BLACKBERRY VALID ON ANY NATIONWIDE PLAN		$5.00	n/a	n/a
250 TXT/PIX/FLIX		$5.00	n/a	n/a
1000 TXT/PIX/FLIX		$10.00	n/a	n/a
TXT MSG UNLIM -$12.00 (AVAILABLE ON PLANS NOT ALREADY INCLUDING UNLIM)		$12.00	n/a	n/a
FFM LIMITED – BASIC PHONE (DATA PLAN REQUIRED)		$15.00	n/a	n/a
FFM BASIC – BASIC PHONE (DATA PLAN REQUIRED)		$20.00	n/a	n/a
FFM PRO – BASIC PHONE (DATA PLAN REQUIRED)		$25.00	23%	$19.25
FFM LIMITED – SMARTPHONE (DATA PLAN REQUIRED)		$15.00	n/a	n/a
FFM BASIC – SMARTPHONE (DATA PLAN REQUIRED)		$20.00	n/a	n/a
FFM PRO – SMARTPHONE (DATA PLAN REQUIRED)		$25.00	23%	$19.25
PTT/FFM BUNDLE PROMO (DATA PLAN REQUIRED)		$20.00	n/a	n/a
FFM ONLY (NO VOICE) LIMITED		$24.99	n/a	n/a
FFM ONLY (NO VOICE) BASIC		$29.99	n/a	n/a
PTT ONLY + FFM BASIC BUNDLE		$45.00	23%	$34.65
COLOR INDICATES WHICH PLANS SHARE				

AI-38180 **Urban County 15. A.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of the City of San Juan, is requesting consideration and action to award and enter into a construction contract with Castle Enterprises, LLC. for the Flood Drainage Improvements project in the amount of $229,973.00, utilizing funds from UCP Year 24 (2011), Urban County Flood Drainage Improvements line item.

BACKGROUND

The bid opening was held February 6, 2013 and the lowest bidder meeting all specifications and/or requirements was Castle Enterprises, LLC. The project involves flood drainage improvements on Chaparral Street, Buffalo Street, and Huisache Street in San Juan, Texas. Please see attached bid tabulation sheet, recommendation by the project engineer, city's recommendation letter, and contractor's general liability insurance. Project's engineering firm is CRUZ-HOGAN Consultants, Inc.

Contractor: Castle Enterprises, LLC.
Contract Amount: $229,973.00

Funds Available: $244,287.72 YR 24 (2011) San Juan Flood Drainage Imp funds

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2013 04:23 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Mary Flores Started On: 04/11/2013 11:46 AM

Final Approval Date: 04/26/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: February 6, 2013 | **BID OPENING TIME: 9:30 a.m.**

DESCRIPTION OF BID: "City of San Juan – 2011 Flood Drainage Improvements Project (Chaparral, Buffalo, & Huisache Streets)"

BID NO.: 5011-75-0309-5000-7500-UCP-CA

ADDENDUM#1 REQUIRED

PROCUREMENT SPECIALIST:
Candace J. Armenta

BID # RFB#	NAME OF COMPANY	ADDENDUM NO. 1	TOTAL BASE BID	TOTAL ALTERNATE BID	BID BOND OR CHECK INCLUDED
#1	Castle Enterprises, LLC	Acknowledged	$249,927.00	$229,973.00	Bid Bond Included
#2	Clore Construction Company	Acknowledged	$294,628.00	$296,197.38	Bid Bond Included
#3	2GS, LLC	Acknowledged	$301,911.00	$291,001.00	Bid Bond Included
#4	Jimmy Closner & Sons, Inc.	Not Acknowledged	$328,878.50	NO BID	Bid Bond Included
#5	Valley Paving, Inc.	Acknowledged	$360,474.00	$366,222.00	Bid Bond Included
#6	The 5125 Company	Not Acknowledged	$455,555.55	NO BID	Bid Bond Included
#7	GO Underground	-	NO BID	NO BID	-
#8	IOC Company	-	NO BID	NO BID	-

Notes:
(1) Ordered from lowest to highest Total Base Bid
(2) Bid Amount has been corrected after verification

CRUZ-HOGAN *Consultants, Inc.*

Engineers • Planners • Consultants

McAllen • Harlingen

TBPE Firm Reg. No. F-4860

February 20, 2013

Via: First Class Mail

Diana Serna, Director
Urban County Program
3304 W. Alberta Road
Edinburg, Texas 78539

Re: Letter of Recommendation
Urban County Program No.: 5011-75-0309-5000-7500-UPC-CA
2011 Flood Drainage Improvements Project
(Chaparral, Buffalo, & Huisache Streets)
City of San Juan, Texas

Dear Ms. Serna:

We have reviewed the six (6) bids received February 8, 2013, for the 2011 Flood Drainage Improvements Project (Chaparral, Buffalo, & Huisache Streets) in the City of San Juan, Texas. Enclosed you will find a bid tabulation sheet for your review.

The low base bid submitted by Castle Enterprises, LLC, from Monte Alto, Texas, in the amount of $249,927.00 has been reviewed and appears to be in order. During the bid process, we also accepted bids for a Selective Alternate. Castle Enterprises, LLC, was again the low bidder with a bid of $229,973.00. We recommend the low bid submitted by Castle Enterprises, LLC, be accepted with the Selective Alternate and a contract be awarded in the amount of $229,973.00. The estimated cost of the project was approximately $240,000.00.

If you have any questions, please feel free to contact me at (956) 682-5022.

Sincerely,

Ronnie Cruz, P.E., CFM
Vice President

RC/lg

Enclosure

cc: Candace J. Armenta, Urban County *via E-mail: candace.armenta@ucp.co.hidalgo.tx.us*
J.J. Rodriguez, City of San Juan *via E-mail: jjrod@cityofsanjuantexas.com*
Chris Castillo, Castle Enterprises, LLC *via E-mail: chris.castillo@castleenterprises.us*

605 E. Violet, Suite 5 • McAllen, Texas 78504
(956) 682-5022 • Fax (956) 682-5089
www.cruzhogan.net

San Juanita Sanchez
MAYOR
Armando Garza, Jr.
MAYOR PRO-TEM
Roberto "Bob" Garza
COMMISSIONER
Luis Ramos
COMMISSIONER
Eddie Suarez
COMMISSIONER

February 21, 2013

Candace J Armenta
Program Coordinator
Hidalgo County Urban County Program
3304 West Alberta Road
Edinburg, Texas 78539

RE: San Juan – 2011 Flood Drainage Improvements - Project 5011-75-0309-5000-7500-UPC-CA

Dear Ms. Armenta:

This correspondence is to advise you that the City of San Juan has reviewed and concurs with the results of the tabulation on submitted bids as compiled by Cruz-Hogan Consultants for the above project. The City respectfully requests that the Urban County Program proceed with a recommendation to the County Commissioners' Court to award the bid to the lowest bidder, Castle Enterprises, LLC. in the amount of $229,973, as soon as possible.

Should you have any questions, you may call me at (956)223-2206. I will be glad to assist you.

Sincerely,

Juan J. Rodriguez
City Manager

c: Ronnie Cruz, P. E., Cruz-Hogan Consultants, Inc.

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Ph. (956)223-2206 • Fax: (956) 223-2604

SAN JUAN 100 Centennial YEARS 1910 • 2010

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/09/2013

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: JUAN J RODRIGUEZ
JUAN J RODRIGUEZ INSURANCE AGENCY 1025 N TEXAS BLVD STE 21 J WESLACO, TEXAS 78596	PHONE (A/C, No, Ext): 956-969-0911 FAX (A/C, No): 956-969-0933 E-MAIL ADDRESS: JRODRIGUEZ5@FARMERSAGENT.COM
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: PREFERRED CONTRACTORS INSURANCE CO.
INSURED CASTLE ENTERPRISES, LLC 2210 MARRO 'RD MONTE ALTO, TX 78538	INSURER B: FARMERS TEXAS COUNTY MUTUAL INSURER C: TEXAS MUTUAL INSURANCE COMPANY
	INSURER D: INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PC84247	07/16/2012	07/16/2013	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			605042303	09/22/2012	09/22/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SBP-000122891720110922	08/28/2012	08/28/2013	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2013 FORD FUSION SE 3FA6P0HRXDR234683
2013 FORD F150 1FTFW1CF0DFA21609
2013 FORD ESCAPE SE 1FMCU0GX4DUC54261

CERTIFICATE HOLDER

HIDALGO COUNTY
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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Certified Proof of Insurance Coverage by Insurance Agency

Customers Information		
Contractors Name: Castle Enterprises, LLC		
Street/Mailing Address: 2210 Marro Road		
City: Monte Alto	State: Texas	Zip Code: 78538
Office Number: 956-800-4144	Office Fax: 956-800-4538	

Workers Compensation Insurance Coverage:				
Carriers Name: TEXAS MUTUAL INSURANCE COMPANY				
Street/Mailing Address: 6210 E HIGHWAY 290				
City: AUSTIN	State: TEXAS		Zip Code: 78723-1098	
Office Number: 800-859-5995		Office Fax:		
Type Of Insurance	Policy Number	Effective Date	Expiration Date	Limits for Liability
Workers Compensation	SBP-000122891720110922	09/22/2012	09/22/2013	500,000

Commercial General Liability Insurance Coverage:				
Carriers Name: PREFERRED CONTRACTORS INSURANCE COMPANY				
Street/Mailing Address: 7407 TOPANGA CANYON BLVD				
City: CANOGA PARK	State: CA		Zip Code: 91303	
Office Number: 818-227-2620		Office Fax:		
Type Of Insurance	Policy Number	Effective Date	Expiration Date	Limits for Liability
General Liability	PC84247	07/16/2012	07/16/2013	1,000,000

Business Automobile Insurance Coverage:				
Carriers Name: FARMERS-TEXAS COUNTY MUTUAL				
Street/Mailing Address: 15700 LONG VISTA DR				
City: AUSTIN	State: TEXAS		Zip Code: 78728	
Office Number: 800-225-0011		Office Fax:		
Type Of Insurance	Policy Number	Effective Date	Expiration Date	Limits for Liability
Auto Insurance	605042303	09/22/2012	09/22/2013	1,000,000

Builder's Risk Insurance Coverage:				
Carriers Name:				
Street/Mailing Address:				
City:	State:		Zip Code:	
Office Number:		Office Fax:		
Type Of Insurance	Policy Number	Effective Date	Expiration Date	Limits for Liability
Builders Risk				N/A

This is to certify that I am the Representing Insurance Agent for Castle Enterprises LLC and I do hereby certify that the above mentioned policies are in full force and in effect.

Authorized Agent's Company Name: JUAN J RODRIGUEZ INSURANCE AGENCY Dated: 02/11/2013

Address: 1025 N TEXAS BLVD 21 J City: WESLACO State: TEXAS Zip: 78596

Area Code: 956 Phone: 969-0911 Fax Area Code: 956 Phone: 969-0933

Authorized Agent's Original Signature: _____ Print Agent's Name: Juan J Rodriguez

CONSTRUCTION CONTRACT

This Agreement entered into this **30th Day of April, 2013** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Castle Enterprises, LLC.** (a corporation) (a partnership) **(an individual/sole proprietor)** of **2210 Marro Road in Monte Alto,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**San Juan – Flood Drainage Improvements**
PROJECT No.:	**5011-75-0309-5000-7500-UCP-CA**
PROJECT DESCRIPTION:	**Flood drainage improvements on Chaparral Street, Buffalo Street, and Huisache Street in San Juan, Texas**

heinafter called the project, for the sum of **($229,973.00) – Two hundred twenty-nine thousand, nine hundred and seventy-three dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **CRUZ-HOGAN Consultants, Inc.**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90 (Ninety)** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($200.00) Two hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Linda S. Castillo, President
Castle Enterprises, LLC.

Name of Firm: Castle Enterprises, LLC.

Address: 2210 Marro Road
Monte Alto, Texas 78538

Federal I.D./S.S.: 90-0677704

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-38454 **Urban County 15. B.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for construction material testing.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) testing firms from the county's approved "pool" as graded and evaluated by the Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 22, 23, 24 & 25 (2009, 2010, 2011 & 2012) Precinct No.1 - Street Improvements funds.

Professional Service Firm:	Grade	Ranked
MEG Engineers	95%	
TERRACON	92%	
Professional Services Industries, Inc.	87.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm of for construction material testing for Urban County Program Years 22, 23, 24 & 25 (2009, 2010, 2011 & 2012) Precinct No.1 - Street Improvements funds.

BACKGROUND

The three testing firms rated from the county's approved "pool" are: (1) MEG Engineers (2) TERRACON, and (3) Professional Services Industries, Inc. for Precinct No. 1 - Street Improvements - Project – Minnesota Road (from Val Verde Rd. to Dillon Rd) project.

Funds Available:

$ 27,011.15 YR 22 (2009) Street Improvements
$ 37,644.31 YR 23 (2010) Street Improvements
$175,410.80 YR 24 (2011) Street Improvements
$249,441.00 YR 25 (2012) Street Improvements

Total: **$489,507.26**

Attachments

Grading Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 08:08 AM

Purchasing Department Angela Garcia 04/26/2013 05:17 PM

Form Started By: Mary Flores Started On: 04/25/2013 04:17 PM

Final Approval Date: 04/26/2013

Hidalgo County Precinct No. 1
Construction Material Testing
Street Improvements Project
Minnesota Road (from Val Verde Rd. to Dillon Rd)
Years 25 (2012)
Grading-Ranking Grid

Criteria	MEG Engineers			TERRACON			PSI, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Staffing of Project Team	25	25	25	22	25	24	20	25	20
Experience of Project Team/Ability to Commit Resources	20	20	18	18	20	20	18	20	20
Methodology	17	20	16	18	20	15	16	20	12
Understanding of Project/Similar Projects	25	23	24	21	23	25	20	22	25
Familiarity with Applicable Rules & Regulations	10	7	10	8	7	10	8	7	10
TOTALS	97	95	93	87	95	94	82	94	87
AVERAGES	285÷3=95%			276÷3=92%			263÷3=87.67%		
RATING	1			2			3		

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	7
Comments/Rationale for points:	**TOTAL**	17
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	**TOTAL**	10
	TOTAL SCORE:	97

Project Name:: Hidalgo County Precinct No. 1 - Street Improveements (Minnesota Road)

Department:: Hidalgo County Pct. # 1

Firm/Participant:Name: MEG Engineers

Evaluator: Raul Lozano Date: 4-22-2013

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets most criteria, but is not specific in addressing Appropriate Federal/State/Local rules & regulations not easy to evaluate	TOTAL	23
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	3
Comments/Rationale for points: Does not specically address Knowledge of Applicable rules and regulations, or a narrative, but have completed numerous projects that require Knowledge and Adherence to these regulations	TOTAL	7
	TOTAL SCORE:	95

Project Name:: Hidalgo County Precinct No. 1 - Street Improvements (Minnesota Road)

Department:: Urban County Program

Firm/Participant:Name: MEG Engineers

Evaluator: Antonio Barco UCP Date: 4/25/13

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
Meets Criteria as outlined		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	08
Comments/Rationale for points:	**TOTAL**	18
Meets criteria as outlined		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	8
Comments/Rationale for points:	**TOTAL**	16
SOQ defines that 20% of time will be devoted to a project pg 18; unable to detect equipment		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	**TOTAL**	24
SOQ is 52 pages; very neat but not clear with requested time as requested on Exhibit "B"		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	**TOTAL**	10
Meets Criteria		
	TOTAL SCORE:	93

Project Name:: Minnesota Rd. (from Valverde Rd E. to Dillon Rd (approx 1.1 mile) in Pct. #1.

Department:: UCP------Pct.#1

Firm/Participant:Name: MEG Engineers

Evaluator: Purchasing Dept. Date: 04/22/2013

Received
APR 22 2013
Urban County Program
By:

EXHIBIT "B"

Evaluation Criteria and Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"
RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	9
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
➢ A list of various projects for comparative purposes	5	4
Comments/Rationale for points:	**TOTAL**	22
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	9
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	9
Comments/Rationale for points:	**TOTAL**	18
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	9
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	9
Comments/Rationale for points:	**TOTAL**	18
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	9
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	**TOTAL**	21
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	4
Comments/Rationale for points:	**TOTAL**	8
	TOTAL SCORE:	87

Project Name:: Hidalgo County Precinct No. 1 - Street Improveements (Minnesota Road)

Department:: Hidalgo County Pct. # 1

Firm/Participant:Name: TERRACON

Evaluator: Raul Lozano Date: 4-22-2013

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets most criteria, but does Not address Appropriately Fed/State/local regs. & polices and not easy to evaluate	TOTAL	23
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	3
Comments/Rationale for points: Firm acknowledges that they have dealt with Projects requiring adherence to Federal Rules and regulations as well as local policies + procedures	TOTAL	7
	TOTAL SCORE:	95

Project Name:: Hidalgo County Precinct No. 1 - Street Improvements (Minnesota Road)

Department:: Urban County Program

Firm/Participant: Name: TERRACON

Evaluator: ANTONIO BARCO UCP Date: April 25, 2013

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	24
Firm meets criteria and has experience for proposed project		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
Team meets criteria		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	05
Comments/Rationale for points:	**TOTAL**	15
SOQ not clear on plan for proposed project		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	05
Comments/Rationale for points:	**TOTAL**	25
Meets Criteria		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	05
Comments/Rationale for points:	**TOTAL**	10
Meets criteria as outlined in exhibits		
	TOTAL SCORE:	94

Project Name:: Minnesota Rd. (from Valverde Rd E. to Dillon Rd (approx 1.1 mile) in Pct. #1.

Department:: UCP----------Pct. #1

Firm/Participant:Name: TERRACON

Evaluator: Irma Garza, Purchasing Dept. Date: 04/22/13

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	8
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	8
➢ A list of various projects for comparative purposes	5	4
Comments/Rationale for points:	**TOTAL**	20
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	9
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	9
Comments/Rationale for points:	**TOTAL**	18
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	8
Comments/Rationale for points:	**TOTAL**	16
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	8
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	**TOTAL**	20
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	4
Comments/Rationale for points:	**TOTAL**	8
	TOTAL SCORE:	82

Project Name:: Hidalgo County Precinct No. 1 - Street Improveements (Minnesota Road)

Department:: Hidalgo County Pct. # 1

Firm/Participant:Name: PSI Inc.

Evaluator: Raul Lozano Date: 4-22-2013

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets most criteria, but does not address specific Federal / State or local govt. Regulations or policies and responses are not complete	TOTAL	22
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	3
Comments/Rationale for points: Does not clearly indicate past experience of Applicable Rules & regulations and does not include a narrative even though they do mention how they have to adhere to Fed.-State- and Local Regulations & Policies	TOTAL	7
	TOTAL SCORE:	94

Project Name:: Hidalgo County Precinct No. 1 - Street Improvements (Minnesota Road)

Department:: Urban County Program

Firm/Participant:Name: PSI Inc.

Evaluator: Antonio Barco UCP Date: 4/25/13

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	08
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	05
Comments/Rationale for points:	**TOTAL**	20
Not enough references on staff with related project		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
Meets Criteria		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	02
Comments/Rationale for points:	**TOTAL**	12
SOQ does not provide methodology; firm based out of Harlingen		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	05
Comments/Rationale for points:	**TOTAL**	25
Meets Criteria as outlined		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	05
Comments/Rationale for points:	**TOTAL**	10
Meets Criteria as outlined in exhibits		
	TOTAL SCORE:	87

Project Name:: Minnesota Rd. (from Valverde Rd E. to Dillon Rd (approx 1.1 mile) in Pct. #1.

Department:: UCP-------Pct. #1

Firm/Participant Name: PSI Laboratories, Inc.

Evaluator: Oscar Garza, Purchasing Dept. Date: 04/22/13

AI-38430 **Urban County 15. C.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

On behalf of the Hidalgo County Precinct No. 1, Urban County Program is requesting approval to reject all bids received on March 6, 2013 for the Precinct No. 1-Street Improvements Project – Saenz Ave for FY 20, 21 & 22 (2007, 2008 & 2009).

BACKGROUND

Bid were received and opened at the Hidalgo County Purchasing Department on March 6, 2013. After review of the bid submittals, the lowest bid amount was $208,563.65 which is eighty-one percent of the Engineer's cost estimate of $258,732.20. As a result, Urban County Program feels that there might be problems completing the project. See attached Engineer's cost estimate and bid tabulation sheet.

Attachments

agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 01:25 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Mary Flores Started On: 04/25/2013 10:28 AM

Final Approval Date: 04/26/2013

SAENZ CONSTRUCTION COST ESTIMATE - C&G

CONTRACTOR FORCES

ROADWAY SUMMARY

ITEM	CODE	DESCRIPTION	UNIT	TOTAL	PRICE	TOTAL
110	2001	EXCAVATION (ROADWAY)	CY	1557	$9.00	$14,013.00
132	2005	EMBANKMENT (FINAL) ORD COMP (TY C)	CY	16	$16.00	$256.00
247	2060	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	CY	532	$40.00	$21,280.00
260	2007	LIME TRT (NEW BASE)(6")	SY	3564	$4.00	$14,256.00
260	2016	LIME (HYD, COM, OR QK(SLURRY)) - FLEXBASE	TON	18	$175.00	$3,150.00
260	2006	LIME TRT (EXST MATL)(6")	SY	3712	$2.50	$9,280.00
260	2016	LIME (HYD, COM, OR QK (SLURRY)) - SUBGRADE	TON	27.7	$175.00	$4,847.50
479	2004	ADJ MANHS (SANITARY)	EA	5	$900.00	$4,500.00
500	2001	MOBILIZATION	LS	1	$3,000.00	$3,000.00
502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$1,500.00	$6,000.00
529	2013	CONC CURB (TY A)(BARRIER)	LF	22	$20.00	$440.00
644	2001	INS SM RD SN SUP&AM TY 10BWG(1)SA(P)	EA	9	$400.00	$3,600.00
644	2006	INS SM RD SN SUP&AM TY 10BWG(1)SA(U)	EA	2	$600.00	$1,200.00
644	2013	INS SM RD SN SUP&AM TY 10BWG(2)SA(P)	EA	2	$900.00	$1,800.00
666	2048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	111	$7.00	$777.00
666	2087	REFL PAV MARK TY I (W)(SYMBOL)(100MIL)	EA	1	$300.00	$300.00
666	2105	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	190	$1.25	$237.50
666	2111	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	1066	$1.25	$1,332.50
					ROADWAY TOTAL	$90,269.50

DRAINAGE SUMMARY

100	2002	PREPARING ROW	STA	13.00	$1,500.00	$19,500.00
164	2023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	1895.00	$0.50	$947.50
168	2001	VEGETATIVE WATERING	MG	57.00	$13.00	$741.00
402	2001	TRENCH EXCAVATION PROTECTION	LF	1150.00	$5.00	$5,750.00
432	2001	RIPRAP (CONC)(4IN)	CY	11.00	$350.00	$3,850.00
464	2089	RC PIPE (CL III)(18IN)(SPL) (LABOR+EQUIP+BEDDING)	LF	32.00	$25.00	$800.00
464	2090	RC PIPE (CL III)(24IN)(SPL) (LABOR+EQUIP+BEDDING)	LF	508.00	$30.00	$15,240.00
464	2091	RC PIPE (CL III)(30IN)(SPL) (LABOR+EQUIP+BEDDING)	LF	496.00	$35.00	$17,360.00
464	2092	RC PIPE (CL III)(36IN)(SPL) (LABOR+EQUIP+BEDDING)	LF	80.00	$40.00	$3,200.00
465	2103	INLET (COMPL)(TY F)	EA	3.00	$5,000.00	$15,000.00
465	2109	INLET EXT (TY F)	EA	3.00	$1,500.00	$4,500.00
465	2113	INLET (COMPL) (TY CC)	EA	1.00	$4,100.00	$4,100.00
496	2002	REMOV STR (INLET)	EA	1.00	$600.00	$600.00
496	2007	REMOV STR (PIPE)	LF	32.00	$13.00	$416.00
506	2016	CONSTRUCTION EXITS (INSTALL)(TY 1)	SY	84.00	$15.00	$1,260.00
506	2019	CONSTRUCTION EXITS (REMOVE)	SY	84.00	$7.00	$588.00
529	2012	CONC CURB & GUTTER (TY A)(BARRIER)	LF	1189.00	$13.00	$15,457.00
5049	2001	BIODGRGD EROSION CONTROL LOG (8"DIA)	LF	70.00	$7.00	$490.00
					DRAINAGE TOTAL	$109,799.50
					SUB-TOTAL	$200,069.00

COUNTY FORCES

310	2001	PRIME COAT (MC-30)	GAL	599	$4.00	$2,396.00
340	2104	D-GR HMA(METH) TY-D SAC-B PG64-22 (MATERIALS)	TON	300	$58.50	$17,550.00
340	2104	D-GR HMA(METH) TY-D SAC-B PG64-22 (HAULING)	TON	300	$11.22	$3,366.00
530	2011	DRIVEWAY (ACP)	SY	40	$15.00	$600.00
					SUB-TOTAL	$23,912.00

COUNTY FURNISHED MATERIALS

464	2089	RC PIPE (CL III)(18IN)(SPL) (MATERIALS ONLY)	LF	32	$18.40	$588.80
464	2090	RC PIPE (CL III)(24IN)(SPL) (MATERIALS ONLY)	LF	508	$24.00	$12,192.00
464	2091	RC PIPE (CL III)(30IN)(SPL) (MATERIALS ONLY)	LF	496	$35.90	$17,806.40
464	2092	RC PIPE (CL III)(36IN)(SPL) (MATERIALS ONLY)	LF	80	$52.05	$4,164.00
					SUB-TOTAL	$34,751.20
					GRAND TOTAL	$258,732.20

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: March 06, 2013 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:"Hidalgo County Pct 1–Street Improvements Project-Saenz Avenue"

BID NO: 5007/08/09-91-0311-5000-9100-UCP-ML **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Bid Price	Alternate #1	Alternate #2	Bid Bond/ Cashier's Check Included
1.	Castle Enterprises, LLC	$150,109.90	$29,884.00	$28,569.75	Bid Bond Included
2.	Jimmy Closner & Sons Const. Co, Inc.	$211,401.55	$85,580.00	$33,730.50	Bid Bond Included
3.	2GS, LLC	$223,660.80	$48,296.00	$47,620.00	Bid Bond Included
4.					
5.					
6.					
7.					
8.					
9.					

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.**

AI-38275 **Urban County 15. D.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the Hidalgo County Precinct No. 4 is requesting approval and award of best and final negotiated contract with Mata-Garcia Architects, LLP. in the amount of $48,070.00 utilizing CDBG FY (2008) Parks, Recreational Facility Improvements Project funds.

BACKGROUND

Mata-Garcia Architects, LLP submitted a best and final offer for professional architectural services for parks recreational facility improvements project for Sunflower Park within the Precinct No. 4 boundaries. Mata-Garcia Architects, LLP. was the highest ranked firm by County Commissioner's Court. See attached scope of services and Best and Final Offer Letter.

Available funds:	$ 15,130.00	2008-Parks, Recreational Facility Improvements
	$ 180,866.42	2009-Parks ,Recreational Facility Improvements
	$ 216,248.01	2010-Parks, Recreational Facility Improvements
	$ 94,000.00	2012-Parks, Recreational Facility Improvements
	$506.244.43	TOTAL

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/19/2013 01:51 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Olga Lerma Started On: 04/17/2013 01:59 PM

Final Approval Date: 04/26/2013

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

April 11, 2013

Mrs. Lupita V. Garcia
Hidalgo Urban County Program
3304 W. Alberta
Edinburg, TX 78539

REF: Urban County Program
Sunflower Park Project

Mrs. Garcia,

Please be advised that after review of the best and final offer and the recommendation of Raul Sesin for the above mentioned project, Precinct 4 would like to award the architectural contract to, ***Mata and Garcia Architects L.L.P.****, in the total amount of* ***$48,070.00 .***

Please place on the next available Commissioners' Court meeting for approval.

Should you have any questions or require additional information, please feel free to contact me at 383-3112.

Sincerely,

Maria D. Lucio

Maria (Lulu) Lucio
Precinct #4 Program Manager

MATA-GARCIA ARCHITECTS, L.L.P.

Architecture ~ Project Management ~ Interior Design

April 16, 2013

Guadalupe V. Garcia
UCP Coordinator II
Urban County Program
3304 West Alberta Road
Edinburg, Texas 78530

Hidalgo County Precinct No. 4 – Parks, Recreational Facility Improvements Project
Sunflower Park

Best and Final Offer for A/E Fee Proposal

Ms. Garcia:

After reviewing the marked-up proposal from UCP/HCPNo4 and discussing the program requirements versus in-house production costs with our A/E team, we submit a best and final offer for A/E services of $48,070.00.

If you have any questions, feel free to call.
Thank you.

Hector Rene Garcia
Architect / Partner

1314 Ivy Avenue, McAllen, Texas 78501
PH. 956.631.1945 ~ fax 956.631.1968 ~ e-mail: hector@matagarcia-architects.com

MATA-GARCIA ARCHITECTS, L.L.P.

Architecture ~ Project Management ~ Interior Design

April 5, 2013

Guadalupe V. Garcia
UCP Coordinator II
Urban County Program
3304 West Alberta Road
Edinburg, Texas 78530

Hidalgo County Precinct No. 4 – Parks, Recreational Facility Improvements Project
Sunflower Park

Exhibit "A"
Scope of Work Outline / Fee Proposal

Schematic Phase:

01. On-site programming of proposed facility; produce program in booklet format.
02. Review of program requirements with Precinct Administration and Urban County Program.
03. Produce design concepts based on program.
04. Review floor/site plan options with Precinct Administration and Urban County Program.
05. Make adjustments to selected plans based on Precinct Administration/Urban County comments.
06. Request property survey, topographical survey and soils borings from Pct. Administration
07. Coordinate placement of proposed amenities within the property.
08. Coordinate verification of on-site/off-site location of utilities and impact on project.
09. Initial meeting with civil, mechanical, electrical, plumbing and structural engineers to review logistics of selected design.

Design Development Phase:

01. Finalize plans, present exterior elevations and proposed construction materials for review and comment by Precinct Administration and Urban County Program.
02. Document applicable building codes and apply to selected design. Submit proposed design concepts to local building officials for initial review and comments.
03. Meet with consultants to review initial engineering design layouts, present issues based on existing on-site/off-site conditions and coordinate work between consultants and owner- provided surveys.
04. Structural Engineering: Determine required Design Criteria based on applicable building code. Provide recommendations on most efficient structural system/materials for project. Review architectural plan and provide locations of structural members. Provide recommendations on probable sizes of structural members. Provide recommendations/input on potential conflict areas between Architectural/MEP/Structural. Provide preliminary framing and foundation layout. Provide necessary cost data is required.
05. MEP Engineering: Calculations of energy loads, design to applicable code, recommendation of systems and fixtures, review of architectural drawings to provide recommendations on location of utility spaces, cost data for MEP systems.
06. Civil Engineering: Determine finished grades, contouring of site, determine applicable codes, coordinate detention ponds with placement of facility and support areas, cost estimate of civil engineering work.
07. Review with Precinct Administration and Urban County preliminary construction costs as provided by each of the consultants as compared to the project budget.

Construction Document Phase:

01. Full A/E Team works on construction documents.
02. Architectural: Overall coordination of project, Specifications, Architectural Site Plans and Details, Floor Plans, Finish Schedules, ADA Compliance, Elevations, Plan Details, Roof Plan and Details, Wall Sections, Building Sections, Reflected Ceiling Plan, Flooring and Fixture Plans, Building Envelope Compliance Report.
03. Structural Engineering: Provide complete structural engineering design of proposed facilities. Provide updated progress drawings to design team for coordination. Attend periodic progress meeting with design team. Produce drawings that include General Notes, Typical Details, Foundation Plan, Framing Plan, Foundation Details and Framing Details. Produce and provide structural specifications.
04. Mechanical Engineering: Plumbing/Electrical load calculations. Equipment selection and schedules for exhaust systems for restrooms.
05. Electrical Engineering: Electrical service entrance design: Electrical distribution system design. Interior lighting and control system design. Site lighting and control system design. Circuiting of receptacles & power equipment. Schedules for panels and electrical riser diagrams.
06. Plumbing Engineering: Specification of plumbing fixtures. Domestic water system design. Sanitary sewer/vent system design. Grease waste system and interceptor design. Natural gas distribution system design. Kitchen plumbing systems design. Roof storm drainage system (if applicable). Sewer/Vent Isometrics. Energy compliance report.
07. Civil Engineering: Design of site grading, drainage, access to public utilities, connections to building tie-ins and public access.
08. Meetings are held by the A/E team with Precinct Administration and Urban County Program at the completion of 25%, 50%, 75% and 100% stages of the construction documents.
09. Meet with local building officials for final review of A/E interpretation and application of building and energy codes.
10. A final cost estimate is prepared by the A/E Team and presented to the Precinct Administration and Urban County Program for review.

Proposal Phase:

01. Coordinate printing and distribution of contract documents to general/sub contractors and local/state/national document distribution agencies. (Printing of construction documents is a reimbursable.)
02. Coordination of A/E team in review of questions presented by general/sub contractors and production of addendums in response to questions posed.
03. Coordinate receipt-of/opening-of/reading-of/ranking-of general contractor's proposals for proposed facility and reviewing proposals with Precinct Administration and Urban County.
04. Preparing contract for construction.

Construction Phase:

01. Weekly on-site observation of work-to-date and meeting with general/sub contractors.
02. Weekly report on construction progress.
03. Monthly Pct. No. 4 Administration and A/E Team meeting with general contractor to review construction progress to date and contractor payment request and percentage of completion versus project construction timeline.
04. Monthly update, tying project payments to project timeline, percentage of days to date to that of the overall construction timeline.
05. Structural Engineer: Provide periodic jobsite observation visits. Provide site observation reports. Attend periodic construction progress meetings. Review project shop drawings. Review and answer contractor generated RFI's. Review any change order requests. Provide construction punchlist.
06. MEP Engineer: RFI responses. Submittal reviews. Construction site visit observations shall be dispersed strategically throughout the project as follows: under slab, rough-in, above ceiling, punch list, & back punch.

07. Civil Engineer: RFI responses. Submittal reviews. Construction site visit observations shall be dispersed strategically throughout the project.

Project Budget for Precinct No. 4 Parks, Recreational Facility Improvements Project - Sunflower Park based on $506,000.00 budget set by Urban County Program

Schematic Design Phase 15% of Phase One at 9.5%	$ 7,210.50
Design Development Phase 15% of Phase One at 9.5%	$ 7,210.50
Construction Document Phase 45% of Phase One at 9.5%	$ 21,631.50
Bid Proposal Phase 5% of Phase One at 9.5%	$ 2,403.50
Construction Administration 20% of Phase One at 9.5%	$ 9,614.00
Total A/E Fee	$ 48,070.00

If you have any questions, feel free to call.
Thank you.

Hector Rene Garcia
Architect / Partner

Enclosures:
W9
Certificate of Debarment
CIQ form
Certificate of Insurance

Originals by U.S. Mail

MATA-GARCIA ARCHITECTS, L.L.P.

Architecture ~ Project Management ~ Interior Design

April 8, 2013

Hourly breakdown of A/E
Total Fees: $48,070.00

Schematic Design Phase 15% of Phase One at 9.5% — **$ 7,210.50**

Architect:
- Registered Architect: 6 hours @ $150 = $900.00
- Intern: 36 hours @ $75 = $2,705.55

Structural Engineer:
- Registered Engineer: 4 hours @ $150 = $600.00
- Intern: 12 hours @ $50 = $601.65

Mechanical/Electrical/Plumbing Engineer
- Registered Engineer: 4 hours @ $150 = $600.00
- Intern: 12 hours @ $50 = $601.65

Civil Engineer
- Registered Engineer: 4 hours @ $150 = $600.00
- Intern: 12 hours @ $50 = $601.65

Design Development Phase 15% of Phase One at 9.5% — **$ 7,210.50**

Architect:
- Registered Architect: 6 hours @ $150 = $900.00
- Intern: 36 hours @ $75 = $2,705.55

Structural Engineer:
- Registered Engineer: 4 hours @ $150 = $600.00
- Intern: 12 hours @ $50 = $601.65

Mechanical/Electrical/Plumbing Engineer
- Registered Engineer: 4 hours @ $150 = $600.00
- Intern: 12 hours @ $50 = $601.65

Civil Engineer
- Registered Engineer: 4 hours @ $150 = $600.00
- Intern: 12 hours @ $50 = $601.65

Construction Document Phase 45% of Phase One at 9.5% — **$21,631.50**

Architect:
- Registered Architect: 12 hours @ $150 = $1,815,75
- Intern: 120 hours @ $75 = $9,000.00

Structural Engineer:
- Registered Engineer: 6 hours @ $150 = $900.00
- Intern: 54 hours @ $50 = $2,705.25

Mechanical/Electrical/Plumbing Engineer
- Registered Engineer: 6 hours @ $150 = $900.00
- Intern: 54 hours @ $50 = $2,705.25

Civil Engineer
- Registered Engineer: 6 hours @ $150 = $900.00
- Intern: 54 hours @ $50 = $2,705.25

Bid Proposal Phase 5% of Phase One at 9.5% — **$ 2,403.50**

Architect:
- Registered Architect: 3 hours $150 = $400.00
- Intern: 11hours @ $75 = $803.50

Structural Engineer:
- Registered Engineer: 1 hour @ $150 = $150.00
- Intern: 5 hours @ $50 = $250.00

Mechanical/Electrical/Plumbing Engineer
- Registered Engineer: 1 hour @ $150 = $150.00
- Intern: 5 hours @ $50 = $250.00

Civil Engineer
- Registered Engineer: 1 hour @ $150 = $150.00
- Intern: 5 hours @ $50 = $250.00

Construction Administration Phase 20% of Phase One at 9.5% — **$ 9,614.00**

Architect:
- Registered Architect: 8 hours $150 = $1,206.00
- Intern: 48 hours @ $75 = $3,600.00

Structural Engineer:
- Registered Engineer: 4 hours @ $150 = $600.00
- Intern: 20 hours @ $50 = 1,002.63

Mechanical/Electrical/Plumbing Engineer
- Registered Engineer: 4 hours @ $150 = $600.00
- Intern: 20 hours @ $50 = 1,002.63

Civil Engineer
- Registered Engineer: 4 hours @ $150 = $600.00
- Intern: 20 hours @ $50 = 1,002.74

1314 Ivy Avenue, McAllen, Texas 78501
PH. 956.631.1945 ~ fax 956.631.1968 ~ e-mail: hector@matagarcia-architects.com

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/13

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:	
Greer Insurance Agency 1271 N. Stuart Place Road Harlingen, TX 78552 Phone (956)425-7778 Fax (956)425-7778	PHONE (A/C, No, Ext): (956)425-7778	FAX (A/C, No): (956)425-7778
	E-MAIL ADDRESS: lisa@greerins.com	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Mata-Garcia Architects, LLP 1314 Ivy Ave. McAllen,, TX 78501- 958	INSURER A: The Hartford	
	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	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			46SBABI3650	04/22/2013	04/22/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 1,000,000.00 $ 10,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS			46SBABI3650	04/22/2013	04/22/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000.00 $ $ $
A	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			46SBABI3650	04/22/2013	04/22/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000.00 $ 1,000,000.00 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			46WBCZU6921	04/22/2013	04/22/2014	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	$ 500,000.00 $ 500,000.00 $ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2612 S. 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): 4/4/2013

PRODUCER (201)262-1200 FAX: (201)262-7810
Fenner & Esler
467 Kinderkamack Road
P. O. Box 60
Oradell NJ 07649-0060

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
Mata-Garcia Architects LLP
1314 West Ivy Avenue
McAllen TX 78501-4310

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Insurance Co.	23841
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	
		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				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	64203355-02	12/21/2012	12/21/2013	Per Claim Limit	$1,000,000
						Aggregate Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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, 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
Kevin Esler/MICHEL

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 30th day of May, 2013 by and between **Hidalgo County, Texas** acting by and through its **Urban County Program,** (hereinafter called the "Party") and **Mata-Garcia Architects, LLP**, duly authorized Architect, herein acting by **Hector Rene Garcia, Architect/Partner** (hereinafter called the "Architect").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants.

WHEREAS, the Party is interested in obtaining Architectural Services;

WHEREAS, the Architect, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Architect to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ARCHITECT

Party and Architect agree that Party's obligations under the Agreement are subject to and contingent upon actual receipt of adequate federal funds to meet the obligations of Party under this agreement. The Party agrees to employ the Architect to furnish and provide the architectural services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Architect as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ARCHITECT

The Architect shall perform the following Basic Services for **Precinct No. 4- Parks Recreational Facility Improvements Project-Sunflower Park** Account(s) **5008/09/10/12-94-0306-5000-9400**, *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Architect, may be required for the proper execution of the Project.

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

e. During the progress of actual construction, Architect will continually keep the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

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

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

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Architect shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

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

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

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

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ARCHITECT

If authorized in writing by the Party, the Architect will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Architect and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Architect on the basis of 1.1 times the Architects actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Architect by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Architect may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Architect.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ARCHITECT

The Party agrees to pay the Architect for completed services as identified by the Party:

6.1 The Architect shall be paid a total fixed amount of **Forty-Eight Thousand & Seventy Dollars and Zero Cents ($48,070.00)** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.

6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Architect. Upon receipt of such notice, the Architect shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Architect shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Architect a sum of money equal to the reasonable value of the professional architect services rendered by the Architect to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Architect on work performed and expenses incurred by Architect under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Architect shall not be relieved of liability to the Party for damages sustained by the Party arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Architect agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Architect each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Architect shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Architect contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
LAW and VENUE

This agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Architect shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Architect shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Architect shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Architect from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Architect which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Architect agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Architect shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Architect shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Architect shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Architect shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of Three Hundred Thousand Dollar ($300,000.00) for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of Party consistent with potential exposure of Party under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the Architect is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 Professional Liability insurance in an amount of One Million Dollars ($1,000.000.00).

17.6 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Architect represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Architectural Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Architects.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **May 30, 2013**. Such date being the date Hidalgo County Commissioners' Court approved entering into contract with Architect.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____

Hector Rene Garcia, Architect/Partner

Firm Name: **Mata-Garcia Architects, LLP**
Address: **1314 Ivy Avenue,**
City/ST/ZIP: **McAllen, Texas 78501**

FED ID #/SS #: **27-4159763**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___, by _____of and on behalf of _____, (a corporation)(a partnership)(a sole proprietorship).

(seal)

_____
Notary - Signature

County of Hidalgo Urban County Program:

_____
Witness

_____
Diana R. Serna, UCP Director

Revised as to Form:
Atlas, Hall & Rodriguez
By: Stephen L. Crain
On: July 06, 2012

Exhibit "A"

(Scope of Services)

See Attached

AI-38272 **Urban County 15. E.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Ester Gonzalez-Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) a professional service;

2. Presentation of the scoring grid for the purpose of CCC ranking the sole member of the County's approved "Professional Appraisal Services Pool" for the Appraisal Review of appraisal services as qualified to continue to the next step of the process in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068: Peñitas Drain project.

Review Appraisal Services	Grade	Ranked
HLH Appraisal Services	92.67	

3. Authority to negotiate a professional (Appraisal Review Services) contract with the sole member "qualified" firm _____ for the provision of Professional Appraisal Review Services for Precinct No. 3 – Peñitas Drain.

BACKGROUND

The sole member professional service firm rated from the County's approved "pool" is: HLH Appraisal Services Precinct No. 3 – Peñitas Drain.

Attachments

Bid requirements under Texas Local Govnt

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 08:52 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Olga Lerma Started On: 04/17/2013 11:47 AM

Final Approval Date: 04/26/2013

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

April 15, 2013

Diana R. Serna, Executive Director
Hidalgo County Urban County Program
Attn: Ester Gonzalez-Garcia
3304 W. Alberta Rd.
Edinburg, TX 78539

RE: Peñitas Drain: Appraisal Review Evaluations
GLO Contract No. 12-406-000-6453

Dear Ms. Serna:

Please accept this letter as Precinct No. 3's formal request to submit an agenda item for the presentation of the scoring grid for the purpose of ranking professional "Appraisal Review" service firms by Hidalgo County Commissioner's Court regarding the Texas General Land Office (GLO) Round 2.1 Disaster Recovery Funding for the Pct. 3 Flood Drainage Improvements project known as the "Peñitas Drain".

Should you have any questions or need additional information, please contact me at (956)205-7000.

Sincerely,

Joe M. Flores, Commissioner
Hidalgo County Pct. No. 3

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	4
➢ List of references provided	5	5
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	5
Comments/Rationale For Points: meets criteria		TOTAL 28
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	4
➢ Relevant experience	5	4
➢ Experience with similar projects	5	4
➢ Knowledge of area	5	4
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	4
➢ Current workload	5	3
➢ Ability to commence various re-quested projects simultaneously	5	3
➢ Completion of projects within budgets	5	3
Comments/Rationale For Points: meets criteria		TOTAL 33
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	9
➢ Key personnel	10	9
➢ Required discipline skills	5	5
Comments/Rationale For Points: meets criteria		TOTAL 23
Total Score		84

Project Name: Peñitas Drain

Department: UCP

Firm/Participant: HLH Appraisal Services

Evaluator: _____ Date: 04-11-13

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: meets all criteria		TOTAL 30
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	3
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points:		TOTAL 41
meets most criteria, but only employee		
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	9
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 24
meets most criteria, but only one employee		
Total Score		95

Project Name: Peñitas Drain - GLO Contract No. 12-406-000-6453

Department: Hidalgo County

Firm/Participant: HLH Appraisal Services

Evaluator: Antonio Barco Date: 4-11-13

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** —— (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	5
➢ Degree if Interest	5	5
Comments/Rationale For Points:		TOTAL 30
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	4
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points:		TOTAL 44
3. **STAFFING**——— (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL
Total Score		99

Project Name: Penitas Drain
Department: Hidalgo County Precinct #3
Firm/Participant: HLH Appraisal Services
Evaluator: Domingo Villarreal Jr. Date: 4-10-2013

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points: does not meet criteria-could not be evaluated		TOTAL
	Total Score	

Project Name: Peñitas Drain

Department: UCP

Firm/Participant: Leonel Garza Jr. & Associates, LLC

Evaluator: _____ Date: 04-11-13

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
Could not evaluate because firm will perform only appraisals		
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
Could not evaluate because firm will perform only appraisals		
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Could not evaluate because firm will perform only appraisals		
	Total Score	

Project Name: Peñitas Drain - GLO Contract No. 12-406-000-6453

Department: Hidalgo County

Firm/Participant: Leonel Garza Jr. & Associates

Evaluator: _____ Date: 4-11-13

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** — (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL**
Could not evaluate because firm will perform only appraisal		
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL**
Could not evaluate because firm will perform only appraisal		
3. **STAFFING**------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL**
Could not evaluate because firm will perform only appraisal		**Total Score**

Project Name: Penitas Drain
Department: Hidalgo County Precinct #3
Firm/Participant: Leonel Garza Jr. Associates, LLC
Evaluator: Dominga Villarreal Jr. Date: 4-10-2013

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points: does not meet criteria-could not be evaluated		TOTAL
	Total Score	

Project Name: Peñitas Drain

Department: UCP

Firm/Participant: Professional Appraisal Services, Inc.

Evaluator: _____ Date: 04-11-13

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
Could not evaluate because firm will perform only appraisals		
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
Could not evaluate because firm will perform only appraisals		
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Could not evaluate because firm will perform only appraisals		
Total Score		

Project Name: Peñitas Drain - GLO Contract No. 12-406-000-6453

Department: Hidalgo County

Firm/Participant: Professional Appraisal Services

Evaluator: Antonio Barco Date: 4-11-13

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ---- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL**
Could not evaluate because firm will perform only Appraisal		
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL**
Could not evaluate because firm will perform only appraisal		
3. **STAFFING**------ (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL**
Could not evaluate because firm will perform only appraisal		
	Total Score	

Project Name: Penitas Drain
Department: Hidalgo County Precinct #3
Firm/Participant: Professional Appraisal Services INC
Evaluator: Domingo Villarreal Jr. Date: 4-10-2013

Texas General Land Office Disaster Recovery Funds
Appraisal Review Services
Peñitas Drain Project
GLO Contract No. 12-406-000-6453
Grading-Ranking Grid

Criteria	HLH Appraisal Services			Leonel Garza Jr. & Associates			Professional Appraisal Services		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Responsiveness	28	30	30						
Firm Capabilities	33	41	44						
Staffing	23	24	25						
TOTALS	**84**	**95**	**99**						
AVERAGES	278÷3= **92.67**			____+3=			____+3=		
RATING	**1**			2 Could Not Evaluate because firm will only perform Appraisals.			3 Could Not Evaluate because firm will only perform Appraisals.		

Grader #1 **Yvette Salinas, Buyer III**

Grader #2 **Antonio Barco, Deputy Director (UCP)**

Grader #3 **Domingo Villareal Jr., Pct. No. 3**

Texas General Land Office Disaster Recovery Funds
Appraisal Review Services
Peñitas Drain Project
GLO Contract No. 12-406-000-6453
Grading-Ranking Grid

Criteria	HLH Appraisal Services			Leonel Garza Jr. & Associates			Professional Appraisal Services		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Responsiveness	28	30	30						
Firm Capabilities	33	41	44						
Staffing	23	24	25						
TOTALS	**84**	**95**	**99**						
AVERAGES	278÷3= **92.67**			____+3=			____+3=		
RATING	**1**			2 Could Not Evaluate because firm will only perform Appraisals.			3 Could Not Evaluate because firm will only perform Appraisals.		

AI-38200 **Urban County 15. F.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Candace Armenta **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting approval of a program amendment for the City of La Joya, Urban County Program Year 25 (2012). The amendment will delete various street locations and add additional street locations to the work plan.

BACKGROUND

The proposed amendment for the City of La Joya will affect the existing work plan in Year 25 (2012). A Public Hearing was held on March 12th, 2013 at 6:00 p.m. and citizen participation requirements have been met. Please see attached detailed amendment. The proposed program amendment will not alter the project description to install street lights within the city limits of La Joya and will not affect the original budget amount of $89,900.00. The following is the proposed program amendment for your consideration:

Streets to remain in work plan:
4th Street, 5th Street, 11th Street, Alaniz Street, and Military Road (1,000 feet west of Garza)

Streets to be deleted from work plan:
11 ½ Street, Alex Street, Ash Street, Birch Street, Cedar Street, Diamond Street, Elizabeth Street, Gonzalez, Peralez-Martinez, and Ruby Street

Streets to be added to work plan:
1st Street, 2nd Street, 3rd Street, 6th Street, 7th Street, 8th Street, 9th Street, 10th Street, King, Reyna-Farias, and Garza

Attachments

Agenda Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/12/2013 07:36 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Mary Flores Started On: 04/11/2013 04:41 PM

Final Approval Date: 04/26/2013

PUBLIC HEARING NOTICE
CITY OF LA JOYA
URBAN COUNTY PROGRAM

PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of La Joya will conduct a Public Hearing to solicit input from interested parties on the city's proposed Program Amendment to its Urban County Program, Year 25 (2012).

The Public Hearing will be held on **Tuesday, March 12th, 2013 at 6:00pm** at La Joya's City Hall located on 101 North Leo Avenue in La Joya, Texas 78560.

The following is the proposed Program Amendment for your consideration:

Existing Work Plan	**Street Improvements Year 25 (2012)**	**Proposed Work Plan**
$ 89,900.00	Street Improvements (Street Lighting)	$ 89,900.00
$ 89,900.00	**TOTAL**	**$ 89,900.00**

The proposed program amendment to the Street Improvements line item will **delete** the following street locations: 11 ½ Street, Alex Street, Ash Street, Birch Street, Cedar Street, Diamond Street, Elizabeth Street, Gonzalez, Peralez-Martinez, and Ruby Street. The proposed program amendment will **add** the following street locations: 1st Street, 2nd Street, 3rd Street, 6th Street, 7th Street, 8th Street, 9th Street, 10th Street, King, Reyna-Farias, and Garza. The following streets were included in the original work plan and will remain in the work plan: 4th Street, 5th Street, 11th Street, Alaniz Street, and Military Road (1,000 feet west of Garza). The proposed program amendment will not alter the project description to install street lights within the city limits of La Joya and will not affect the original budget amount.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by the Hidalgo County Urban County Program office or call (956) 787-8127. The La Joya City Hall can be reached at (956) 581-7002. Written comments may be forwarded to:

Mayor J.A. "Fito" Salinas
City of La Joya
PO Box H
La Joya, Texas 78560

AI-38417 **Elections Administration 16. B.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Lease Contract for Election Services between Hidalgo County and the City of McAllen for their election to be held on May 11, 2013.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept.)

As of 4-24-2013, The City of McAllen does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

McAllen Lease Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:22 AM
Obdett Calzada	Obdett Calzada	04/25/2013 03:55 PM
Auditor's Office	Angela Garcia	04/25/2013 04:05 PM
Obdett Calzada	Obdett Calzada	04/25/2013 04:27 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Amanda Valdez Started On: 04/24/2013 05:07 PM

Final Approval Date: 04/26/2013

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF MCALLEN**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 11, 2013**.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 11, 2013**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY;

(D) Provide PDF CD file for Early Voting and Election Day Poll Book(s) as a backup; and

(E) Provide information for election officers;

2.02. The Entity shall be responsible for performing the following:

(A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a

$10 charge for Request Changes on Programmed Ballot;

B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Proportionate cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, insurance and delivery fee of $150.00 per location;
C. Dymo Printer rental ($4.35 per day) and label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Early Voting and Election Day by Entity as a backup;

6.04 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at not cost to the ENTITY;

6.05 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.06 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices,

demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

MS. Annette Villarreal
City Secretary
City of McAllen
P.O. Box 220
McAllen, TX 78505

F. Any balances, if any remain after the payment of all costs of election bills, shall be the Property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2013

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

CITY OF MCALLEN
ENTITY

BY: _____

PRINT: MR. RICHARD CORTEZ
TITLE: MAYOR

ATTEST

BY: _____

PRINT: ANNETTE VILLARREAL

TITLE: CITY SECRETARY

CITY OF McALLEN
McALLEN, TEXAS

2013 Hidalgo County Elections
Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Mayor, Comm Dist. 1, 2, 3 & 6 (Special Election) PUB PI. A, D & C (Special Election)	DATE: May 11, 2013

6.01	Programming Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Programming	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	4	$100.00
A	Request Change on Programmed Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contests/ Office)	$10.00	8	$80.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidates/ Answer)	$10.00	24	$240.00
F	Election Media per Polling Location(s)	$100.00	9	$900.00
G	iVotronic Voting Machine(s)	$150.00	21	$3,150.00
G	ADA iVotronic Voting Machine(s)	$150.00	9	$1,350.00
H	Delivery/Pick-up Fee (includes Mileage)	$450.00	1	$450.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	$17.50	1	$17.50
			Total iVotronic Programming Charges	$6,737.50

6.02	Early Voting Electronic Poll Book (VoteSafe)	Price	Quantity	Total
	Voter Registration Database (per day)	$100.00	9	$900.00
	Laptop Rental	$150.00	6	$900.00
	Dymo Printer Rental (per day)	$4.35	30	$130.50
	Printer Labels (per vote)	$0.03	58578	$1,757.34
	Username/Password - Per Polling Location	$20.00	9	$180.00
			Total Electronic Poll Book Charges	$3,867.84

6.03	Election Day Poll Book	Price	Quantity	Total
	PDF CD File	$17.50	1	$17.50
			Total Poll Book Charges	$17.50

6.04	Training	Price	Quantity	Total
	iVotronic and Votesafe scheduled training	$0.00	1	$0.00
			Total Training Charges	$0.00

6.05	Supplies	Price	Quantity	Total
	Provisional Bag(s)	$2.00	0	$0.00
	Small Ballot Box(es)	$5.00	0	$0.00
	Large Ballot Box(es)	$10.00	0	$0.00
	Seals (10 per Pack)	$1.79	0	$0.00
	Combination Forms (10 per Pack)	$2.00	0	$0.00
	Table Top Booth(s) (For Provisional Voting)	$2.00	0	$0.00
	Polling Location Map(s)	$17.00	0	$0.00
			Total Supplies Charges	$0.00

6.06		
	Subtotal	$10,622.84
	Administrative Fees (10%)	$1,062.28
	ESTIMATE GRAND TOTAL	$11,685.12

NOTE: Not all supplies are inclusive

AI-38418 **Elections Administration 16. C.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Mercedes for their election to be held on May 11, 2013.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept.)

As of 4-24-2013, The City of Mercedes does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Mercedes Full Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:22 AM
Obdett Calzada	Obdett Calzada	04/25/2013 03:58 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Amanda Valdez Started On: 04/24/2013 05:15 PM

Final Approval Date: 04/26/2013

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF MERCEDES**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 11, 2013**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 11, 2013**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 11, 2013**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to effect the election;

(T) Serve as the Early Voting Clerk;

(U) Establish a Central Counting Station for the purpose of tabulating ballots; and

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay a proportionate share of the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for a proportionate share of the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(K) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003(b), or canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;

C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a proportionate share of the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the proportionate share of the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for a proportionate share of the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for a proportionate share of the cost for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Henry Hinojosa
Mayor
City of Mercedes
PO Box 837
Mercedes, TX 78570

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 5th day of March, 2013

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

CITY OF MERCEDES
ENTITY

BY: _____

PRINT: HENRY HINOJOSA

TITLE: MAYOR

ATTEST

BY: _____

PRINT: Arcelia L. Felix

TITLE: City Secretary

2013 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Mercedes Commissoner Place 2 & 4	DATE: May 11, 2013

6.01	**Programming Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Programmed Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	6	$60.00
F	Election Media per Polling Location(s)		**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)		**$150.00**	5	$750.00
G	ADA iVotronic Voting Machine(s)		**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$450.00**	1	$450.00
		Total iVotronic Programming Charges			$2,230.00
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	1	$150.00
C	Printer Labels (per vote)		**$0.03**	7809	$234.27
D	Username/Password - Per Polling Location		**$20.00**	2	$40.00
		Total Electronic Poll Book Charges			$1,324.27
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	165	$90.75
	Election Day Combination Forms		**$0.55**	165	$90.75
	Election Judge Kit for Early Voting		**$35.00**	1	$35.00
	Election Judge Kit for Election Day		**$35.00**	1	$35.00
	Polling Location Map(s)		**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	2	$0.40
		Total Supplies Charges			$285.90
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	450	$112.50
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	500	$200.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	450	$900.00
	Postage Mail-in-Ballots (per request)		**$0.61**	450	$274.50
	Correspondence Postage		**$0.46**	1	0.46
		Total Mail & Ballot Service Charges			$1,487.46
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,600.00**	1	$1,600.00
	Local newspaper			0	$0.00
		Total Advertisement/Notice Charges			$1,600.00
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
		Total Polling Location Rental Charges			$0.00
6.07	**Payroll for Training and Election Poll Workers**			**Price**	**Total**
	Payroll for Early Voting Employees			**$3,721.00**	$3,721.00
	Payroll for Election Day Employees			**$553.00**	$553.00
		Total Payroll Charges			$4,274.00
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
		Total Ballot Board Charges			$250.00
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**TBD**	0	$0.00
		Total Canvass Report Charges			$0.00

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	112	$2.02
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	3	336	$16.13
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	1	16	$0.29
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	3	48	$2.30
	(hourly rate X workers X hrs worked X 0.002)				
			Total Insurance Charges		$20.74

6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	1	$17.52
		Total Cell Phone Charges			$17.52
6.12				Subtotal	$11,489.89
				Administrative Fees (10%)	$1,148.99
				ESTIMATED GRAND TOTAL	$12,638.87

AI-38421 **Elections Administration 16. D.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Hidalgo Independent School District for their Special Election to be held on May 11, 2013.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept.)

Attachments

CONTRACT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:21 AM
Obdett Calzada	Obdett Calzada	04/26/2013 04:33 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Amanda Valdez Started On: 04/24/2013 05:23 PM

Final Approval Date: 04/26/2013

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **HIDALGO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 11, 2013**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 11, 2013**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY

for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 11, 2013**, and any Runoff, if applicable as per the ENTITY'S Resolution and Election Order attached to this Agreement as Exhibit B.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database, and to provide laptop(s), and training for election workers on electronic poll books , insurance, and delivery fee, as well as all necessary supplies, including but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(H) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(I) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(J) Procure early voting polling places and election day polling places, as ordered, and as identified in the attached Exhibit A and Exhibit B;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Prepare U.S. Department of Justice pre-clearance for the election;

(R) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;

(S) Provide such incidental related services as may be necessary to conduct the election;

(T) Serve as the Early Voting Clerk;

(U) Establish a Central Counting Station for the purpose of tabulating ballots; and

(V) Tabulate election results in preparation for ENTITY's canvassing.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be

the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(G) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(H) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(I) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(J) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(K) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results. Administrator acknowledged that the ENTITY has adopted the Election Order, and that Administrator has received a copy of said Order, attached to this Agreement as Exhibit B.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Ccost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box (es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements;

6.06 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which may include an additional per minute fee as charged by the vendor;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit C. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit C referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Librado S. De Hoyos
Superintendent of Schools
Hidalgo ISD
PO Box 8220
Hidalgo, TX 78557

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 22 day of April, 2013

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

HIDALGO ISD
ENTITY

BY: _____

PRINT: LIBRADO S. DE HOYOS

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: _____

PRINT: Blanca Lara

TITLE: Secretary/Board

CALL (956) 318-2570 For General Information (Llame para Información General)

HIDALGO ISD ELECTION (Distrito Escolar Independiente de Hidalgo)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)
May 11, 2013 (11 de Mayo del 2013)

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	April 29, 2013	8:00 A.M. -- 5:00 P.M.
Tuesday/ Martes	April 30, 2013	8:00 A.M. -- 5:00 P.M.
Wednesday/ Miércoles	May 1, 2013	8:00 A.M. -- 5:00 P.M.
Thursday/ Jueves	May 2, 2013	8:00 A.M. -- 5:00 P.M.
Friday/ Viernes	May 3, 2013	8:00 A.M. -- 5:00 P.M.
Saturday/ Sabado	May 4, 2013	8:00 A.M. -- 5:00 P.M.
Sunday/ Domingo	May 5, 2013	CLOSED
Monday/ Lunes	May 6, 2013	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	May 7, 2013	7:00 A.M. -- 7:00 P.M.

----------EARLY VOTING POLLING LOCATIONS----------

(Casillas Electorales para el Voto Adelantado)

Hidalgo ISD Auditorium
309 E. Flora
Hidalgo, TX

ELECTION DAY POLLING LOCATIONS 7:00 A.M. - 7:00 P.M.

(Día de Elección las Casillas Electorales abren de 7:00 A.M. a 7:00 P.M.)

Pct. # 5, 12, 82, 93, 137, 178, 214, 226, 233 & 234
Hidalgo ISD Auditorium
309 E. Flora
Hidalgo, TX

EXHIBIT B

NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION ESPECIAL)

To the Registered Voters of Hidalgo Independent School District, Texas:
(A los votantes registrados del Distrito Independiente de la escuela de Hidalgo, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on May 11, 2013, for voting in a special election, to elect school trustees to fill two at-large full term, numbered trustee positions (Places 4 and 6).
(Notifíquese, por las presente, que las casillas electorales sitados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 11 de Mayo de 2013 para votar en la Elección especial para elegir Regentes para ocupar el termino completo de cuatro años, posiciones de Regentes (Puestos #4 y 6)

On Election Day, Voters must vote in their precinct where registered to vote.
(El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.)

Location of Election Day Polling Places Include Name of Building and Address (Ubicación de las casillas electorales el Día de Elección) (Incluir Nombre del Edificio y Dirección)	Precinct Numbers(s) (Numero de precinto)	Days and Hours of Operation Dias y Horas Hábiles
Hidalgo ISD Auditorium 309 E. Flora Hidalgo, TX	5, 12, 82, 93, 137, 178, 214, 226, 233 & 234	Saturday, May 11, 2013 from 7:00 a.m. – 7:00 p.m. Sábado, 11 de Mayo del 2013 de 7:00 a.m. – 7:00 p.m.

For early voting, a voter may vote at any of the locations listed below:
(Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.)

Location of Election Day Polling Places Include Name of Building and Address (Ubicación de las casillas electorales el Día de Elección) (Incluir Nombre del Edificio y Dirección)	Precinct Numbers(s) (Numero de precinto)	Days and Hours of Operation Dias y Horas Hábiles
Hidalgo ISD Auditorium 309 E. Flora Hidalgo, TX	5, 12, 82, 93, 137, 178, 214, 226, 233 & 234	Monday, April 29 through Saturday, May 4, 2013 from 8:00 a.m. – 5:00 p.m. Lunes, 29 de Abril 2013 a través de Sabado, 4 de Mayo del 2013 de 8:00 a.m. – 5:00 p.m. Sunday, May 5, 2013 no polls open. Domingo, 5 de Mayo - la casilla electorale esta cerrada Monday, May 6 through Tuesday, May 7, 2013 from 7:00 a.m. – 7:00 p.m. Lunes, 6 de Mayo a través deMartes, 7 de Mayo del 2013 de 7:00 a.m. – 7:00 p.m.

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

Yvonne Ramon
(Name of Early Voting Clerks)
(Nombre del Secretario de la Votación En Adelantada)

P.O. Box 659
(Address) *(Dirección)*

Edinburg, TX 78540
(City) *(Ciudad)* (Zip Code) *(Zona Postal)*

Applications for ballot by mail must be received no later than the close of business on **May 3, 2013**
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el 3 de Mayo del 2013.)

Issued this the 16 day of April, 20013
Emitida este día 16 *de* April, *2013*

Signature of Presiding Officer *(Firma del oficial que Preside)*

Revised Posted 4.22-13 by HCH

2013 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT C

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Hidalgo ISD Place 4 & 6 — **DATE: May 11, 2013**

6.01	**Programming Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Programming	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Programmed Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	4	$40.00
F	Election Media per Polling Location(s)	**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)	**$150.00**	2	$300.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$450.00**	1	$450.00
			Total iVotronic Programming Charges	$1,760.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	**$100.00**	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	1	$150.00
C	Printer Labels (per vote)	**$0.03**	4297	$128.91
D	Username/Password - Per Polling Location	**$20.00**	2	$40.00
			Total Electronic Poll Book Charges	$1,218.91
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	180	$99.00
	Election Day Combination Forms	**$0.55**	180	$99.00
	Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	1	$35.00
	Polling Location Map(s)	**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	200	$40.00
			Total Supplies Charges	$342.00
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	400	$100.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	750	$300.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	400	$800.00
	Postage Mail-in-Ballots (per request)	**$0.61**	400	$244.00
	Correspondence Postage	**$0.44**	1	0.44
			Total Mail & Ballot Service Charges	$1,444.44
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	**Payroll for Training and Election Poll Workers**		**Price**	**Total**
	Payroll for Early Voting Employees		**$4,617.00**	$4,617.00
	Payroll for Election Day Employees		**$681.00**	$681.00
			Total Payroll Charges	$5,298.00
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	$0.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	112	$2.02
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	4	448	$28.67
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	1	16	$0.29
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	4	64	$4.10
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$35.07
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	**$17.52**	1	$17.52
			Total Cell Phone Charges	$17.52
6.12			Subtotal	$12,165.94
			Administrative Fees (10%)	$1,216.59
			ESTIMATED GRAND TOTAL	$13,382.54

AI-38432 **Elections Administration 16. E.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Lease Contract for Election Services between Hidalgo County and the City of La Joya for their election to be held on May 11, 2013.

BACKGROUND

One (1) original of Contract for Election Services.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept.)

As of 4-24-2013, the City of La Joya does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

CONTRACT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 01:33 PM
Obdett Calzada	Obdett Calzada	04/26/2013 04:33 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Amanda Valdez Started On: 04/25/2013 11:06 AM

Final Approval Date: 04/26/2013

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF LA JOYA**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 11, 2013**.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 11, 2013**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Provide PDF CD file for Early Voting and Election Day Poll Book(s);

(D) Provide information for election officers;

2.02. The Entity shall be responsible for performing the following:

(A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;

E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Early Voting and Election Day by Entity;

6.03 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at not cost to the ENTITY;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Mike Alaniz
City Administrator
City of La Joya

P.O. Box H
La Joya, TX 78560

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 25th day of April, 2013

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

CITY OF LA JOYA
ENTITY

BY: _____

PRINT: MR. MIKE ALANIZ
TITLE: CITY ADMINISTRATOR

ATTEST

BY: _____

PRINT: Julianita Sabala

TITLE: City Secretary

2013 Hidalgo County Elections
Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of La Joya Proposition	DATE: May 11, 2013

	Programming Services for iVotronic	Price	Quantity	Total
6.01				
A	Base Charge: Ballot Programming	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Programmed Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contests/ Office)	$10.00	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	1	$10.00
E	Audio Files (Per Candidates/ Responses)	$10.00	2	$20.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	iVotronic Voting Machine(s)	$150.00	2	$300.00
G	ADA iVotronic Voting Machine(s)	$150.00	2	$300.00
H	Delivery/Pick-up Fee (includes Mileage)	$400.00	1	$400.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	$17.50	1	$17.50
			Total iVotronic Programming Charges	$1,697.50

	Early Voting and Election Day Poll Book	Price	Quantity	Total
6.02	PDF CD File	$17.50	1	$17.50
			Total Poll Book Charges	$17.50

	Training	Price	Quantity	Total
6.03	iVotronic scheduled training	$0.00	1	$0.00
			Total Training Charges	$0.00

	Supplies	Price	Quantity	Total
6.04	Provisional Bag(s)	$2.00	0	$0.00
	Small Ballot Box(es)	$5.00	0	$0.00
	Large Ballot Box(es)	$10.00	0	$0.00
	Seals (10 per Pack)	$1.79	0	$0.00
	Combination Forms (10 per Pack)	$2.00	0	$0.00
	Table Top Booth(s) (For Provisional Voting)	$2.00	0	$0.00
	Polling Location Map(s)	$17.00	0	$0.00
			Total Supplies Charges	$0.00

6.05	Subtotal	$1,715.00
	Administrative Fees (10%)	$171.50
	ESTIMATE GRAND TOTAL	$1,886.50

NOTE: Not all supplies are inclusive

AI-38420 **Elections Administration 16. F.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Lease Contract for Election Services between Hidalgo County and the City of Edinburg for their election to be held on May 11, 2013.

BACKGROUND

Three (3) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept.)

As of 4-24-2013, The City of Edinburg does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

CONTRACT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:21 AM
Obdett Calzada	Obdett Calzada	04/26/2013 04:31 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Amanda Valdez Started On: 04/24/2013 05:19 PM

Final Approval Date: 04/26/2013

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF EDINBURG**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 11, 2013**.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 11, 2013**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY;

(D) Provide PDF CD file for Early Voting and Election Day Poll Book(s) as a backup; and

(E) Provide information for election officers;

2.02. The Entity shall be responsible for performing the following:

(A) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), any recounts and/or election contests associated with the election, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a

$10 charge for Request Changes on Programmed Ballot;

B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage charge;
I. Fee for Voter Registration List(s) in CD format;
J. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, insurance and delivery fee of $150.00 per location;
C. Dymo Printer rental ($4.35 per day) and label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for Early Voting and Election Day by Entity as a backup;

6.04 Provide iVotronic scheduled training for Judges and/or clerks or a representative from the Political Subdivision at not cost to the ENTITY;

6.05 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.06 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices,

demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Myra L. Ayala Garza
City Secretary
City of Edinburg
415 West University Drive
Edinburg, TX 78541

F. Any balances, if any remain after the payment of all costs of election bills, shall be the Property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2013

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

Approved as to form:
PALACIOS & ASSOCIATES, P.C.

BY: _____
City Attorney

CITY OF EDINBURG
ENTITY

BY: _____

PRINT: MR. RAMIRO GARZA JR.
TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: MYRA L. AYALA GARZA

TITLE: CITY SECRETARY

CITY OF EDINBURG, TEXAS

2013 Hidalgo County Elections
Leasing Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Edinburg
Mayor, Councilmember Place 1 & 2

DATE: May 11, 2013

	Programming Services for iVotronic	Price	Quantity	Total
6.01 A	Base Charge: Ballot Programming	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Programmed Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contests/ Office)	$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidates/ Answer)	$10.00	9	$90.00
F	Election Media per Polling Location(s)	$100.00	6	$600.00
G	iVotronic Voting Machine(s)	$150.00	7	$1,050.00
G	ADA iVotronic Voting Machine(s)	$150.00	10	$1,500.00
H	Delivery/Pick-up Fee (includes Mileage)	$450.00	1	$450.00
I	Voter Registration List(s) (CD Format) for Mail-In-Ballot(s) Request	$17.50	1	$17.50
			Total iVotronic Programming Charges	$4,187.50

	Early Voting Electronic Poll Book (VoteSafe)	Price	Quantity	Total
6.02	Voter Registration Database (per day)	$100.00	10	$1,000.00
	Laptop Rental	$150.00	5	$750.00
	Dymo Printer Rental (per day)	$4.35	14	$60.90
	Printer Labels (per vote)	$0.03	31193	$935.79
	Username/Password - Per Polling Location	$20.00	6	$120.00
			Total Electronic Poll Book Charges	$2,866.69

	Election Day Poll Book	Price	Quantity	Total
6.03	PDF CD File	$17.50	1	$17.50
			Total Poll Book Charges	$17.50

	Training	Price	Quantity	Total
6.04	iVotronic and Votesafe scheduled training	$0.00	1	$0.00
			Total Training Charges	$0.00

	Supplies	Price	Quantity	Total
6.05	Provisional Bag(s)	$2.00	0	$0.00
	Small Ballot Box(es)	$5.00	0	$0.00
	Large Ballot Box(es)	$10.00	0	$0.00
	Seals (10 per Pack)	$1.79	0	$0.00
	Combination Forms (10 per Pack)	$2.00	0	$0.00
	Table Top Booth(s) (For Provisional Voting)	$2.00	0	$0.00
	Polling Location Map(s)	$17.00	0	$0.00
			Total Supplies Charges	$0.00

6.06	Subtotal	$7,071.69
	Administrative Fees (10%)	$707.17
	ESTIMATE GRAND TOTAL	$7,778.86

NOTE: Not all supplies are inclusive

AI-38277 **Planning Department 17. A.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Mystical Star Subdivision – Pct. 4 (Hermina E. Cuevas)

BACKGROUND

Attachments

Mystical Star Subdivision - Preliminary

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 08:57 AM
Olga Garza	Olga Garza	04/26/2013 03:12 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Nora Cavazos Started On: 04/17/2013 02:20 PM

Final Approval Date: 04/26/2013

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 04-30-2013

PROPOSED MYSTICAL STAR SUBDIVISION, PRECINCT No. 4 .

ENGINEER FIRM: MELDEN & HUNT, INC. DEVELOPER: HERMINA E. CUEVAS

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY 1 ☒*MULTI-FAMILY ___☐COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: Approximately ¼ mile East of Kenyon, South of F.M. 2812

☒ *The rural area of the County.*

SUBDIVISION LIES WITHIN THE: ☐*ETJ of_____and was approved administratively by said City.*

☐*ETJ of_____and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 10/5/12 PROPERTY LIES WITHIN FLOOD ZONE: "B" AS PER FEMA.

DRAINAGE DESIGN: On-Site detention area.

DISTANCE TO A DRAIN DITCH: 2 miles South of proposed subdivision.

ROAD R.O.W. DEDICATION: 20 ft addition R.O.W. to FM 2812

H.C.R.O.W. PRELIMINARYAPPROVAL DATE: 10/09/12 By, Jesse Ozuna R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 04-09-2013 By, Elizardo Ramos, Environmental Health Division Manager

☐ OSSF & SOIL ANALYSIS WERE CONDUCTED BY:_____.

SEWER SYSTEM: ☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: 08/16/12

☐SANITARY SEWER BY:_____LINE SIZE: _"LOCATION:

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 12" LOCATION: North R.O.W. of FM 2812.

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 10/25/12: By Martin Ramirez, Environmental Compliance Coordinator

☒**CONSTRUCTION GENERAL PERMIT NOT REQUIRED**

Total project size is less than 1 acres, less than 1 acre of soil disturbance will take place during construction. No further submittals will be required. This approval will also cover the final subdivision approval. Since no Construction General Permit (C.G.P.) coverage is required.

☐**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____☐PAVING ☐DRAINAGE☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*_____☐PAVING ☐DRAINAGE☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: _____, __

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of_____.*

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA
TBPE Firm # F-1435

April 8, 2013

Raul Sesin, P.E., C.F.M.
Planning Director
Hidalgo County Planning Dept.
1304 S. 25th St.
Edinburg, TX 78539

Re: MYSTICAL STAR SUBDIVISION – Variance Request on Fire Hydrant Requirement

Dear Mr. Sesin:

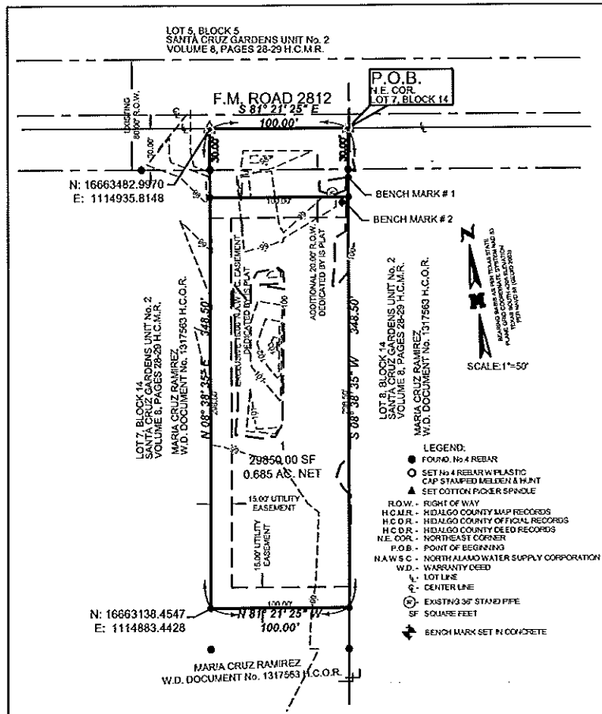
On behalf of the developer, Herminia E. Cuevas, we are requesting a variance not to install a fire hydrant at the site because it's an existing apartment complex.

Please consider this request and advise us as soon as possible on your decision. If you have any questions or comments, please contact our office. Thank you.

Sincerely,
MELDEN & HUNT, INC.

Ruben Canales
Project Manager

cc: Herminia E. Cuevas, Owner



SUBDIVISION MAP OF
MYSTICAL STAR SUBDIVISION

BEING A RESUBDIVISION OF 0.80 OF ONE ACRE (34,850 SQ.FT.)
OUT OF LOT 7, BLOCK 14
SANTA CRUZ GARDENS UNIT No. 2
VOLUME 8, PAGES 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.

INDEX TO SHEET OF MYSTICAL STAR SUBDIVISION

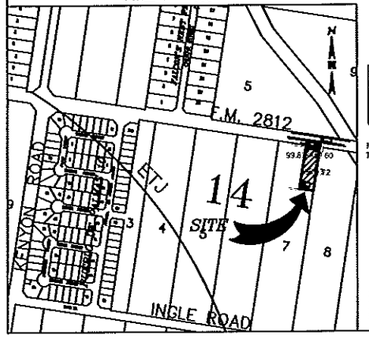
SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

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

MYSTICAL STAR SUBDIVISION IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY ON THE SOUTH SIDE OF F.M. 2812, APPROXIMATELY 1860 FEET EAST OF ITS INTERSECTION WITH KENYON ROAD AND F.M. 2812 ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY EDINBURG (POPULATION 77,100). MYSTICAL STAR SUBDIVISION LIES APPROXIMATELY 2.3 MILES FROM THE CITY LIMITS (AND IS NOT WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021). THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

LOCATION MAP
SCALE 1" = 500'



DRAWN BY: CBO DATE: 10-01-12
IRRIGATION, CHECKED: DATE:
SURVEYED, CHECKED: DATE:
FINAL CHECK: DATE:

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 W. McINTYRE CITY: (956) 381-0981
EDINBURG, TX. 78541 FAX: (956) 381-1839
227 S. FM. 3167 CITY: (956) 467-4236
RIO GRANDE CITY, TX. 78582 FAX: (956) 486-6891
E-MAIL: www.meldenandhunt.com ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	HERMINIA E. CUEVAS	710 E. UNIVERSITY DRIVE	EDINBURG, TX. 78539	(956)	
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839

DESCRIPTION OF MYSTICAL SUBDIVISION
METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 0.80 OF ONE ACRE (34,850 SQUARE FEET) SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 7, BLOCK 14, SANTA CRUZ GARDENS UNIT NO. 2, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, HIDALGO COUNTY MAP RECORDS, SAID 0.80 OF ONE ACRE (34,850 SQUARE FEET) ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET AT THE NORTHEAST CORNER OF SAID LOT 7, BLOCK 14, AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF F.M. 2812, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08°38'35" W ALONG THE EAST LINE OF SAID LOT 7, BLOCK 14, AT A DISTANCE OF 29.60 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 33.00 FEET PASS THE EXISTING SOUTH RIGHT-OF-WAY LINE OF F.M. 2812, AT A DISTANCE OF 50.00 FEET PASS A NO. 4 REBAR SET FOR THE HEREBY PROPOSED SOUTH RIGHT-OF-WAY LINE, CONTINUING A TOTAL DISTANCE OF 348.50 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81°21'25" W A DISTANCE OF 100.00 FEET TO A NO. 4 REBAR SET (NORTHING: 16663138.4547, EASTING: 1114883.4428) FOR THE SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 08°38'35" E, AT A DISTANCE OF 298.50 FEET PASS A NO. 4 REBAR SET FOR THE HEREBY PROPOSED SOUTH RIGHT-OF-WAY LINE, AT A DISTANCE OF 318.50 FEET PASS THE EXISTING SOUTH RIGHT-OF-WAY LINE OF F.M. 2812, AT A DISTANCE OF 318.90 FEET PASS A NO. 4 REBAR FOUND IN LINE, CONTINUING A TOTAL DISTANCE OF 348.50 FEET TO A COTTON PICKER SPINDLE SET (NORTHING: 16663482.9970, EASTING: 1114935.8148) ON THE NORTH LINE OF SAID LOT 7, BLOCK 14, FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, S 81°21'25" E ALONG THE NORTH LINE OF SAID LOT 7, BLOCK 14, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.80 OF ONE ACRE (34,850 SQUARE FEET), OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____

DAY OF _____, 20 _____

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED HERMINIA E. CUEVAS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

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

20 _____

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED)
ZONE "X" (UNSHADED) LOCATED IS NOT BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0325 D MAP REVISED: JUNE 6, 2000, FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001

ZONE "X" (UNSHADED) COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 FURTHER REVISED TO REFLECT LOMR MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

2. SETBACKS:
FRONT: 50.00 FEET.
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. THIS SUBDIVISION IS A MULTI-FAMILY DETACHED DWELLING. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THIS SUBDIVISION.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-ELEV. 101.27 H.G.V.D. 29 DESCRIPTION: COTTON PICKER SPINDLE IN POWER POLE LOCATED 13 FEET NORTH OF THE NORTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION.
-->B.M. NO. 2-ELEV. 99.95 H.G.V.D. 29 DESCRIPTION: ALUMINUM DESK SET IN CONCRETE CLOSE TO THE NORTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 1,378 CUBIC-FEET 0.03 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 2 FOR STORM RUNOFF IMPROVEMENTS.)

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

9. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

10. INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR THIS SUBDIVISION. A 24 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER FOR THIS SUBDIVISION TO PROVIDE INGRESS AND EGRESS FROM FM 2812.

11. EXISTING ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION HAS ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

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

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

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

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

13. HERMINIA E. CUEVAS, THE OWNER & SUBDIVIDER OF MYSTICAL STAR SUBDIVISION, RETAINS A BLANKET EASEMENT UPON THIS LOT FOR THE EXISTING OSSF ON THESE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14. NO RECORDED EASEMENT WAS FOUND FOR THE EXISTING POWER POLES AND OVERHEAD LINE ON SUBJECT TRACT, SHOWN ON SURVEY.

15. NO RECORDED EASEMENT WAS FOUND FOR THE SPOTTED TELEPHONE LINE ON SUBJECT TRACT SHOWN ON SURVEY.

16. EXISTING 36" STANDPIPE ON SUBJECT TRACT APPEARS TO BE PRIVATE. IRRIGATION DISTRICT No. 15 DOES NOT CLAIM ANY PIPELINES WITHIN SUBJECT TRACT.

17. ALL LOTS IN (MYSTICAL STAR SUBDIVISION) ARE HEREBY ORANTED A DRAINAGE SWALE EASEMENT: WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN (MYSTICAL STAR SUBDIVISION) TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE DRAINAGE SWALE: AREAS. LOT OWNERS OF (MYSTICAL STAR SUBDIVISION) THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 (DRAINAGE DISTRICT) MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING (MYSTICAL STAR SUBDIVISION) BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN (MYSTICAL STAR SUBDIVISION), THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN (MYSTICAL STAR SUBDIVISION) ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS _____ DAY OF _____, 201__ SUBJECT TO THE FOLLOWING
1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND 4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

_____ _____
SECRETARY PRESIDENT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF MYSTICAL STAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MYSTICAL STAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____, _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MYSTICAL STAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____, _____

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, HERMINIA E. CUEVAS, AS OWNER OF THE 0.80 ____ OF ONE ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MYSTICAL STAR SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

_____ _____
HERMINIA E. CUEVAS DATE:
710 E. UNIVERSITY DRIVE
EDINBURG, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

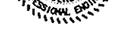
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HERMINIA E. CUEVAS
PROVED TO ME THROUGH SHE TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HER EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2013 .

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE MYSTICAL STAR SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 11-06-12 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED: 9-24-12
DATE PREPARED: 9-27-12
T- 940 PAGES: 6 & 39 JOB No. 12104.00
SURVEY JOB No. 12104.06





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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

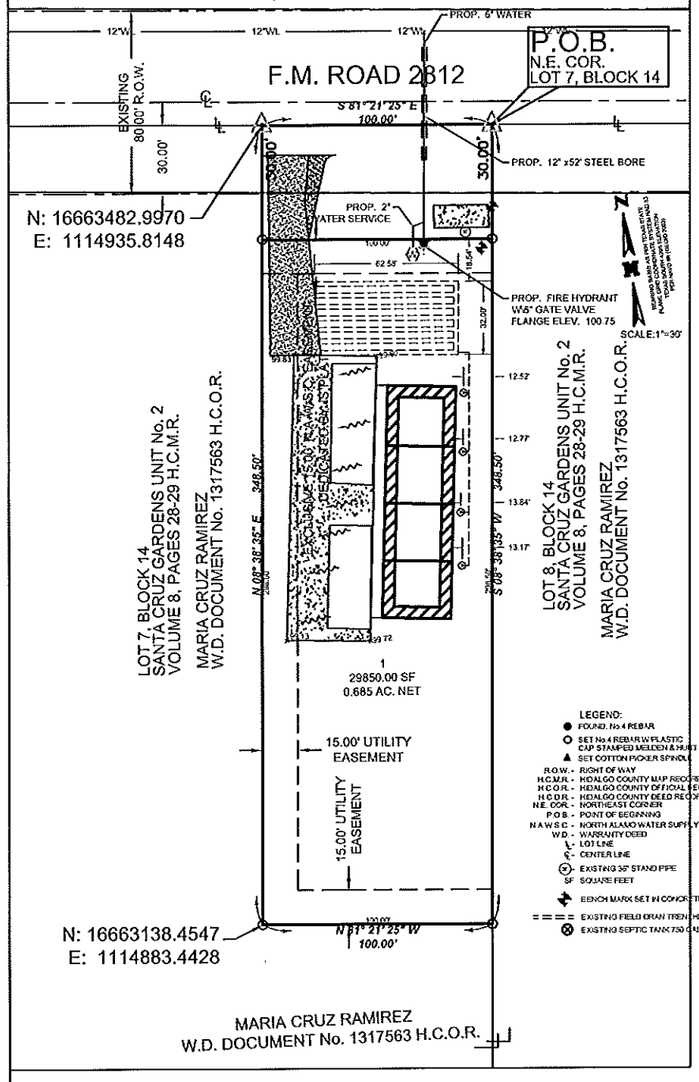
BY: _____

_____



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
DOCUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

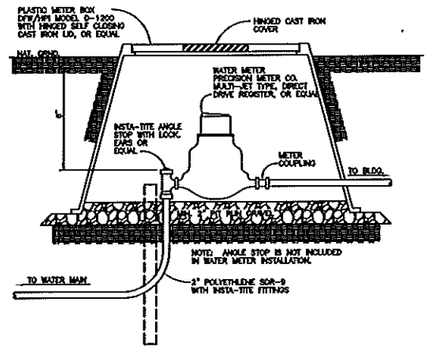


MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

MYSTICAL STAR SUBDIVISION

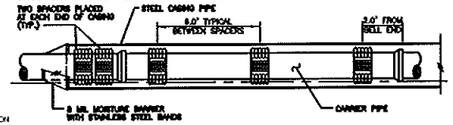
BEING A RESUBDIVISION OF 0.80 OF ONE ACRE (34,860 SQ.FT.)
OUT OF LOT 7, BLOCK 14
SANTA CRUZ GARDENS 2
VOL. 8, PG. 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.



TYPICAL WATER METER INSTALLATION
N.T.S.

BORING INSTALLATION	
PIPE CASING SIZE	CARRIER PIPE SIZE
12" 0.375 WALL	4"-6"
16" 0.375 WALL	8"
18" 0.375 WALL	10"
20" 0.375 WALL	12"
24" 0.375 WALL	14"
26" 0.375 WALL	16"
30" 0.375 WALL	18"
36" 0.375 WALL	20"
40" 0.375 WALL	24"

NOTE: ALL STREET CROSSINGS SHALL BE ENCASED, AS PER NORTH ALAMO WATER SUPPLY CORPORATION'S REQUIREMENTS.



BORING and CASING DETAIL
N.T.S.

SEPTIC TANK DESIGN
4 APARTMENTS
(ONE BUILDING)

SEPTIC TANK CAPACITY = 750 GALLONS FOR EACH APARTMENT

SOIL ABSORPTION AREA: A= 150 (1+R) / 0.60

A = 150 (1+3) / 0.60 = 2,125 SQ.FT.

PROPOSED BED: 75.0' x 75.0' = 4,275.0 SQ.FT.

ENGINEERING REPORT FOR MYSTICAL STAR
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

MYSTICAL STAR SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 12" DIAMETER WATER LINE RUNNING ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF F.M. 2812. THE WATER SYSTEM FOR MYSTICAL STAR SUBDIVISION E CONSISTS OF A 2" DIAMETER WATER SERVICE LINE THAT SHALL BE CONNECT TO THE EXISTING 12" WATER LINE. THIS 2" WATER LINE SHALL CROSSING F.M. 2812 TO THE SOUTH VIA A 4" BORE.

WATER DISTRIBUTION FOR THE MYSTICAL STAR SUBDIVISION CONSISTS OF ONE -2" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOX FOR THIS LOT. THE 1" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $1,835.00. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $1,000.00, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES
SEWAGE FROM MYSTICAL STAR SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. THIS LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:
THIS LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM FINE SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE SEPTIC SYSTEM IS IN EXISTENCE.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $1,850.00 WHICH EQUALS TO $1,327.77 PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS IN EXISTENCE.

ENGINEER'S SIGNATURE DATE

COST ESTIMATE:
WATER DISTRIBUTION: $ 1,835.00

ESTIMACION DE COSTOS:
SERVICIO DE AGUA POTABLE: $ 1,835.00

REPORTE DE INGENIERIA DE MYSTICAL STAR SUBDIVISION
POR: FRED L. KURTH
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN MYSTICAL STAR RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN MYSTICAL STAR CONSISTE DE UN CONDUCTO DE AGUA DE 12 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA F.M. 2812. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN MYSTICAL STAR CONSISTE DE UN CONDUCTO DE AGUA DE 2 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 12 PULGADAS. ESTA LÍNEA DE 2 PULGADAS CRUSA A F.M. 2812 PARA EL SUR FORMADO DE UNA LÍNA DE 4 PULGADAS.

DEL CONDUCTO DE AGUA DE 2 PULGADAS SE PRODUCEN TREINTA UN-CONDUCTOS INDIVIDUALE DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA LOTES. LOS CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, Y EL MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 1,835.00. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑIA N.A.W.S.C. $ X,780.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $1396.62. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE MEDIDOR Y EL GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

EXISTE FOSA SÉPTICA EN ESTE SOLAR. ESTAS FOSA SEPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

ESTA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON DOS ES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARENOSO FINO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MÁS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ X,650.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA ESTAN EN EXISTENCIA.

ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1, I, HERMINIA E. CUEVAS SUBDIVIDER OF MYSTICAL STAR SUBDIVISION, HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ACCURATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

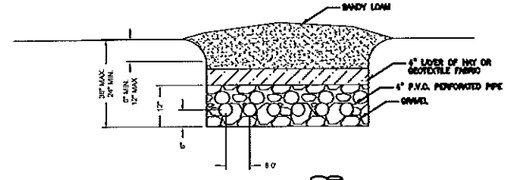
HERMINIA E. CUEVAS

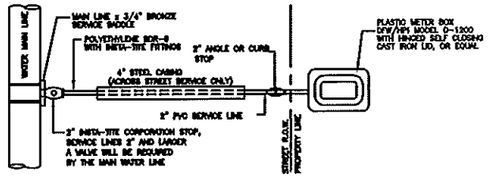
STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HERMINIA E CUEVAS KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

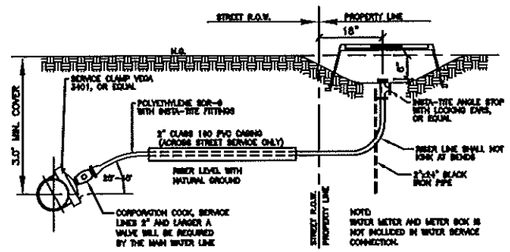
_____DAY OF _____20_____

NOTARY PUBLIC
MY COMMISSION EXPIRES_____





SINGLE WATER SERVICE CONNECTION
N.T.S.



TYPICAL WATER SERVICE CONNECTION ELEVATION
N.T.S.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 N. 12th STREET
EDINBURG, TX. 78541
OFF: (956) 381-0981
FAX: (956) 381-1839
527 N. F.M. 3167
RIO GRANDE CITY, TX. 78582
OFF: (956) 487-5600
FAX: (956) 486-8221
E-MAIL: www.meldenandhunt.com
TEXAS REGIST. F-1435

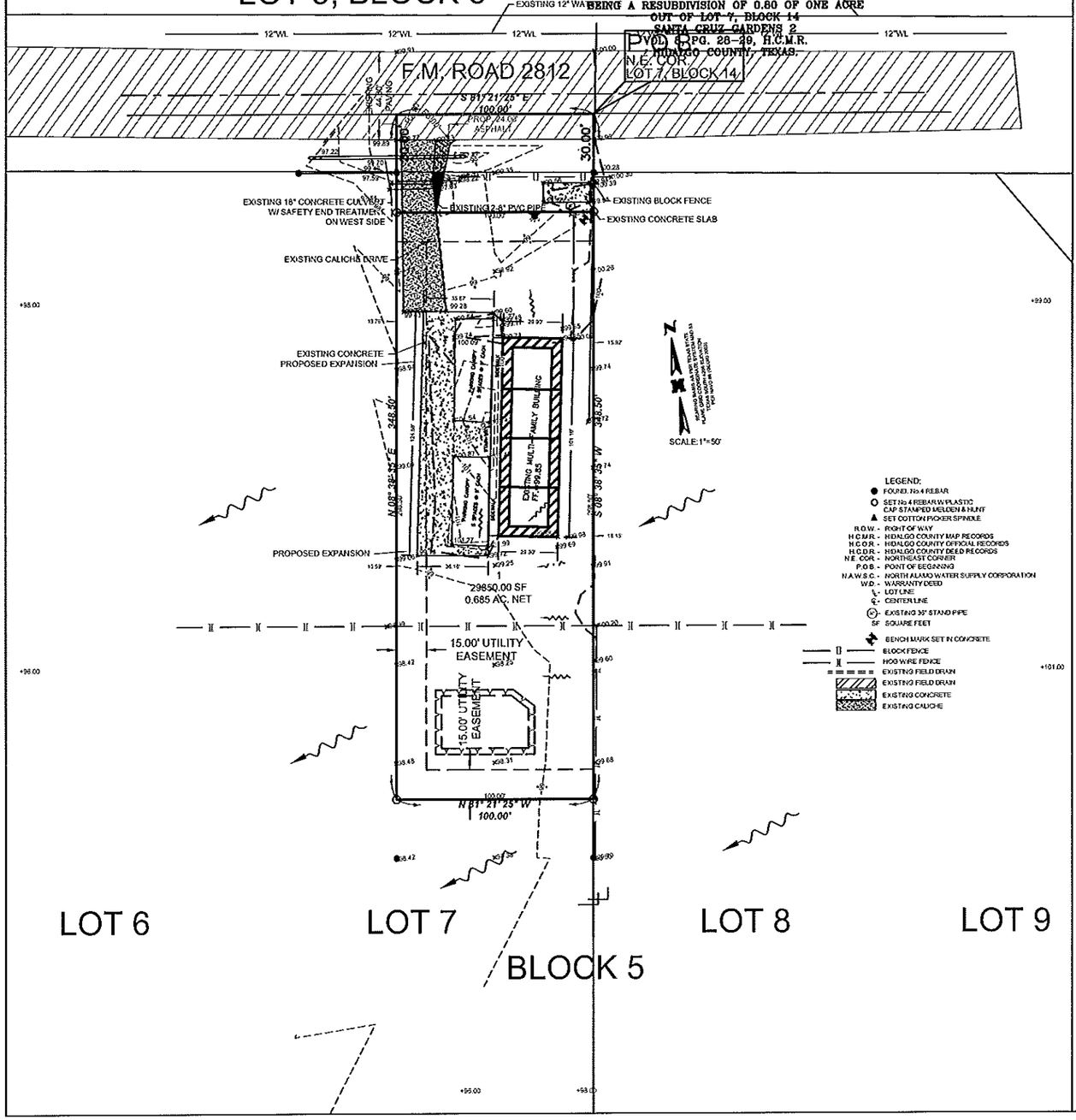
2

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

LOT 5, BLOCK 5 MYSTICAL STAR SUBDIVISION

BEING A RESUBDIVISION OF 0.80 OF ONE ACRE
OUT OF LOT 7, BLOCK 14
SANTA CRUZ GARDENS 2
VOL. 8, PG. 28-29, H.C.M.R.
HIDALGO COUNTY, TEXAS.



DRAINAGE STATEMENT
MYSTICAL STAR SUBDIVISION

MYSTICAL SUBDIVISION IS A 0.80 OF ONE ACRE TRACT OF LAND OUT OF LOT 7, BLOCK 14, SANTA CRUZ GARDENS 2, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 8, PAGE 28-29, HIDALGO COUNTY MAP RECORDS. THE PROPERTY IS LOCATED ALONG THE SOUTH SIDE OF F.M. 2812 AND APPROXIMATELY 1940.00 FEET EAST OF KENYON ROAD. THE PROPERTY IS CURRENTLY A MULTI-FAMILY AND IS LOCATED IN ZONE 'B' SHADED IN FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000, FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001. ZONE 'X' UNSHADED IS DEFINED AS 'AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.'

THE SOILS ARE FINE SANDY LOAM, WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP 'B'. (SEE EXCERPTS FROM SOIL SURVEY OF HIDALGO COUNTY, TEXAS)

EXISTING RUNOFF IS BY SURFACE FLOW IN AN SOUTHERLY DIRECTION AND HAS A RUNOFF OF 0.71 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR MYSTICAL STAR SUBDIVISION SHALL CONSIST OF SURFACE RUNOFF FROM THE LOT INTO EXISTING GREEN AREA, ROAD SIDE DITCH AND TO THE SOUTH LOW PORTION OF THE LOT. RUNOFF SHALL EVAPORATE AND PERCOLATE INTO THE SOIL.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THIS SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 1,378 CUBIC FEET OF DETENTION WILL BE PROVIDED ON THE GREEN AREA AND LOW AREA IN THIS SUBDIVISION.

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, REVISED JUNE 6, 2000, FURTHER REVISED TO REFLECT LOMR DATE MAY 17, 2001, IS CONTAINED WITHIN THE DRAINAGE SWALES ALONG THE REAR OF LOT OF THE SUBDIVISION.

FRED L. KURTH, PE # 54151 DATE:

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS

AI-38457 **Precinct #2 18. A.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting acceptance and approval of license request to construct two Gatewell Structures (concrete box culvert) on the South Levee of IBWC Main Floodway located south of Juan Balli Road and East of Border Road. Authority for County to submit letter to IBWC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding for the improvements is through the General Land Office (GLO) and 2013 Bond Issue Referendum.

Attachments

Request Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 10:17 AM
Olga Garza	Olga Garza	04/26/2013 02:02 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Marcie Jackson Started On: 04/26/2013 08:24 AM

Final Approval Date: 04/26/2013

THE COUNTY OF HIDALGO TEXAS

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RAMON GARCIA
County Judge

April 25, 2013

Mr. Rodolfo Montero
Area Operations Manager
International Boundary and Water Commission
325 Golf Course Road
Mercedes, Texas 78570

Subject: Hidalgo County Precinct Number 2 – South Fork Lateral Drainage Improvements South IBWC Levee located south of Juan Balli Road and East of Border Road – Gatewell Structure – License Request – Hidalgo County, Texas

Dear Mr. Montero:

Please accept this letter as formal request to obtain a license to construct two Gatewell Structures with Sluice Valve Assembly and two eight-foot (8.0') by eight-foot (8.0') concrete box culvert on the South Levee of the IBWC Main Floodway located 2,500-feet south of Juan Balli Road and 1,150-feet East of Border Road. The improvements will be located inside the IBWC easement right-of-way. Funding for the improvements would be through the General Land Office (GLO) and the 2013 Bond Issue Referendum. Project will be constructed by a selected contractor through Hidalgo County. Included with this letter is our Consultant's supporting documentation for the license request.

We request that you please submit this information to your Board for consideration as soon as possible. Please contact me with any questions you should have regarding this letter. Thank you.

Sincerely,

Ramon Garcia
County Judge

Copy: Hidalgo County Precinct No.2
Ramiro Gutierrez, P.E., R. Gutierrez Engineering Corporation

AI-38304 **Precinct #3 19. A.**

CC REGULAR

Meeting Date: 04/30/2013

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

Department: COMM. PCT. #3

Information

CAPTION

Approval of 2013 appropriation of funds from the Precinct #3 R&B unreserved fund balance into Pct 3 Rd. Maint. in the amount $602,000.00 to fund operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds from Pct. 3 R&B Unreserved Fund Balance into Pct. 3 Rd. Maint. in the amount of $602,000.00

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/23/2013 03:34 PM
Olga Garza	Olga Garza	04/26/2013 05:17 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Norma Ceballos Started On: 04/18/2013 03:11 PM

Final Approval Date: 04/26/2013

DATE: April 30, 2013

2013
Appropriation

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

DEPARTMENT NAME: Pct. 3 Rd. Maint. - Fund (1200)

ACCOUNT NUMBER: 3-1200-431-00-123-005-0-XXX

Contact Person: Norma Ceballos Ph#: Ext. 3007

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-123-005-0-	334	RD. MAINT.	ARCH & ENG. SRV	25,000.00
3-1200-431-00-123-005-0-	339	PCT 3 RD. MAINT.	OTHER PROF SRV	10,000.00
3-1200-431-00-123-005-0-	432	PCT 3 RD. MAINT.	EQUIP & VEH R&M SRV	25,000.00
3-1200-431-00-123-005-0-	540	PCT 3 RD. MAINT.	ADVERTISING	3,000.00
3-1200-431-00-123-005-0-	613	PCT 3 RD. MAINT.	SAFETY SUPPLIES	3,000.00
3-1200-431-00-123-005-0-	619	PCT 3 RD. MAINT.	OTHER MISC SUPPLIES	5,000.00
3-1200-431-00-123-005-0-	626	PCT 3 RD. MAINT.	GASOLINE/DIESEL	150,000.00
3-1200-431-00-123-005-0-	664	PCT 3 RD. MAINT.	OTHER MINOR EQUIP	10,000.00
3-1200-431-00-123-005-0-	671	PCT 3 RD. MAINT.	BLDG & OTHER STRUC R&M SUPP	5,000.00
3-1200-431-00-123-005-0-	672	PCT 3 RD. MAINT.	EQUIP & VEH R&M	70,000.00
3-1200-431-00-123-005-0-	673	PCT 3 RD. MAINT.	*R&B R&M SUPPLIES*	50,000.00
3-1200-431-00-123-005-0-	731	PCT 3 RD. MAINT.	ROADS	100,000.00
3-1200-431-00-123-005-0-	812	PCT 3 RD. MAINT.	SOFTWARE LICENSE RENEWALS	1,000.00
3-1200-431-00-123-005-0-	890	PCT 3 RD. MAINT.	OTHER	75,000.00
3-1200-431-00-123-005-0-	742	PCT 3 RD. MAINT.	HEAVY EQUIP	60,000.00
3-1200-431-00-123-005-0-	748	PCT 3 RD. MAINT.	*OTHER EQUIP*	10,000.00
			TOTAL BUDGET INCREASE (DECREASE)	**602,000.00**

REASON: Appropriation of funds for Pct #3 Road Maintenance to fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-38221 **Budget and Management 20. A. 1.**

CC REGULAR

Meeting Date: 04/30/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #2 Road Maint. (1200):
Approval of 2013 appropriation of funds from RD MAINT (1200) unreserved fund balance to Thomas Road Project McColl to Jackson (program 083) in the total amount of $141,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 13 **ACCT. #:** 3-1200-431-00-122-083-0-XXX

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

BUDGETARY IMPACT:

available funding as of 04/12/13.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Rolando Garcia Started On: 04/12/2013 02:30 PM

Final Approval Date: 04/26/2013

DATE: April 12, 2013

2013
Appropriation

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Precinct No.2 Rd. Maintenance Department (1200)
for Thomas Rd (McColl to Jackson)

ACCOUNT NUMBER: 3-1200-431-00-122-083-0-7XX

AI-38221

Contact Person: Rolando Garcia **Ph#:** 956-292-7025 x.5761

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1200-431-00-122-083-0-711	PCT2 THOMAS RD(MCCOLL-JACKSON)-ROW	$5,000.00
3-1200-431-00-122-083-0-731	PCT2 THOMAS RD(MCCOLL-JACKSON)-ROADS	128,000.00
3-1200-431-00-122-083-0-733	PCT2 THOMAS RD(MCCOLL-JACKSON)-DRAINAGE	8,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 141,000.00

REASON: Appropriation from fund balance for Thomas Road Project as pre Precinct No.2 for anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-37534 **20. A. 2.**

CC REGULAR

Meeting Date: 04/30/2013

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

Department: COMM. PCT. #3

Information

CAPTION

Pct #3 R&B (1200)
Approval of 2013 appropriation of funds from Precinct #3 fund balance into Precinct #3 BCAP Ramirez Subd. (prog. 587), Ramirez Subd. #2 (prog. 588), and Ramirez Subd. #3 (prog. 589) in the total amount of $19,300.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-123-58X-0-731

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $19,300.00 into Pct.# 3 BCAP Ramirez Subd.,

Attachments

BA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 02:42 PM
Manuel Chapa	Manuel Chapa	04/26/2013 09:15 AM
Auditor's Office	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Norma Ceballos Started On: 03/07/2013 03:51 PM

Final Approval Date: 04/26/2013

DATE: April 18, 2013

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

DEPARTMENT NAME: Pct. 3 Rd. Maint. - Fund (#1200)

ACCOUNT NUMBER: 3-1200-431-00-123-0XX-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
3 1200 431 00 123 587 0 731	Ramirez Subd. - Roads	$ 7,700.00
3 1200 431 00 123 588 0 731	Ramirez Subd. #2 - Roads	$ 5,600.00
3 1200 431 00 123 589 0 731	Ramirez Subd. #3 - Roads	$ 6,000.00

AI-38205 **Budget and Management 20. A. 3.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Comm Pct. 2 **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Countywide Mechanic Shop (1200):
Approval of 2013 appropriation of funds for Countywide Mechanic Shop in the amount of $54,000.00 to fund operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-004-0-890

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

BUDGETARY IMPACT:

Funds available in Pct 2 R&B Unreserved Fund Balance as of 4/26/13.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	04/26/2013 05:02 PM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Erika Zamora Started On: 04/11/2013 06:48 PM

Final Approval Date: 04/26/2013

DATE: April 30, 2013

2013
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Countywide Mechanic Shop

ACCOUNT NUMBER: 3-1200-431-00-122-004-0-890

Contact Person: Erika Zamora Ph#: (956) 292-7025 ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-122-004-0- 890	CW Mech Shop	Other	54,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**54,000.00**

REASON: Appropriation of funds from Fund Balance to fund operating expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-38375 **Purchasing Department 21. A. 3.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Recommendation by Investment/Negotiation Committee for acceptance of final negotiated rates, fees, terms, and conditions for award and/or approval of the final Hidalgo County Depository Bank, Remittance processing (Lockbox), and, if applicable, Trust Services and other Related Services Agreements with Lone Star National Bank, with the effective date upon expiration of current agreement and expiring on Commissioners Court May term of 2017 with statutory option for re-negotiations in 2015; or, in the alternative,

b. Cease all negotiations with the number one-LSNB and proceed to re-advertise the project as no other applicants can be considered as all required services are not available with current bank FNB remaining in place until such time as new depository and lockbox agreements are awarded as per statute.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-415-00-115-002-0-856

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

BUDGETARY IMPACT:

Attachments

MINUTES-RANKING

LOCAL GOVERNMENT CODE 116

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/26/2013 10:37 AM
Budget & Management	Angela Garcia	04/26/2013 10:47 AM
Obdett Calzada	Obdett Calzada	04/26/2013 02:51 PM
Auditor's Office	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Yolanda Velasquez Started On: 04/23/2013 04:16 PM

Final Approval Date: 04/26/2013

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 2, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
   All members of the Court were counted present.

2. **Pledge of Allegiance**
   Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**
   Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**
   The Court moved to approve the Consent Agenda.

5. **Open Forum**
   -Virginia Townsend discussed the appointment of committee members to a committee and working together to create efficiency.
   -Robert Jefferies requested assistance to fix his home and expressed concerns with Valley Metro.
   -Kelly Salazar announced that they will be holding a Tax Resale on Saturday, April 6, 2013 @ 9:00 a.m. at the Courthouse Auditorium which will be concentrating on Donna, La Joya, Edcouch-Elsa, Mercedes & PSJA area.
   -Opal Billman expressed concerns on the outcome of her divorce case along with the beneficiary of her property.

6. **County Judge's Office:**

   A. Report on bills before the Texas Legislature of interest to Hidalgo County

   Rick Alvarez provided the Court an update on HB 611 (Subdivision Regulations), SB 170 (Building Codes - new residential construction in an unincorporated area of county), SB 1623 and SB 1426 (Appointment of a County Auditor).

7. **Executive Officer - Valde Guerra:**

1. PCT. 2 TXDOT (1315)
Approval of 2013 interfund transfer from Pct. 2 Road Maintenance (fund 1200) fund balance to TXDOT-Thomas Rd. (Jackson - Stewart) Project (fund 1315, program#085) in the amount of $178,142 to fund local participation for preliminary engineering as per Advanced Funding Agreement (AFA).

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

20. **Purchasing Department - Marty Salazar:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items 20.A.1 & 2.a, b & c.

Commissioner Hector Palacios and Judge Garcia joined the meeting.

3. Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contracts for: Hidalgo County-"Type D Hot Mix Asphalt (Gravel & Limestone)" through Bid No.: 2013-011-02-20-SGS.

NO ACTION taken on this item.

4. Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County-"Hot Mix Cold Laid Road Material" through project No.: 2013-012-02-20-13-SGS.

NO ACTION taken on this item.

5. Pursuant to Texas Local government code, Chapter 116, including Section .024 - Selection of Depositories and Sub-depositories, discussion, consideration and action, including, but not limited to the following:

1. (a) At the meeting at which banks are to be selected as county depositories, the commissioners court shall:

a. enter in the minutes of the court all applications filed with the county judge; meeting of CC 3-12-13 announcing the submission of four (4) applications and one letter from: BBVA-Compass, Frost Bank, Inter National Bank, Lone Star National Bank and letter from First National Bank;

NO ACTION taken on this item.

b. consider all applications and presentation of scoring grid by the Grading Committee for the purpose of ranking the qualified applicant(s) that offer the most favorable terms and conditions for the handling of county funds;

Bank	Grade	Ranked
Lone Star National Bank	89.43	1
BBVA Compass Bank	87.57	2
Frost Bank	85	3
International Bank	80.14	4

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approve in the order of their scores.
Vote: 5 - 0 - Unanimously

2. Authorization for the grading committee to proceed to finalize a depository bank contract and a lockbox agreement Hidalgo County and/or Hidalgo County Drainage District #1 (if applicable) commencing with the highest ranked applicant.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

AI-37938 **Purchasing Department 20. A. 5.**

CC REGULAR

Meeting Date: 04/02/2013

Submitted For: Martha L. Salazar **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Texas Local government code, Chapter 116, including Section .024 - Selection of Depositories and Sub-depositories, discussion, consideration and action, including, but not limited to the following:

1. (a) At the meeting at which banks are to be selected as county depositories, the commissioners court shall:

a. enter in the minutes of the court all applications filed with the county judge; meeting of CC 3-12-13 announcing the submission of four (4) applications and one letter from: BBVA-Compass, Frost Bank, Inter National Bank, Lone Star National Bank and letter from First National Bank;

b. consider all applications and presentation of scoring grid by the Grading Committee for the purpose of ranking the qualified applicant(s) that offer the most favorable terms and conditions for the handling of county funds;

2. Authorization for the grading committee to proceed to finalize a depository bank contract and a lockbox agreement Hidalgo County and/or Hidalgo County Drainage District #1 (if applicable) commencing with the highest ranked applicant.

BACKGROUND

Attachments

minutes

scoring grid

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	03/28/2013 12:25 PM
Purchasing Department	Marty Salazar	03/28/2013 02:10 PM

Form Started By: Yolanda Velasquez Started On: 03/26/2013 03:16 PM

Final Approval Date: 03/28/2013

LOCAL GOVERNMENT CODE

TITLE 4. FINANCES

SUBTITLE B. COUNTY FINANCES

CHAPTER 116. DEPOSITORIES FOR COUNTY PUBLIC FUNDS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 116.001. DEFINITIONS. In this chapter:

(1) "Bank" means a:

(A) bank organized under the laws of this state, another state, or federal law that has its main office or a branch office in this state; or

(B) savings and loan association or savings bank organized under the laws of this state, another state, or federal law that has its main office or a branch office in this state.

(2) "Demand deposit" means a deposit of funds that may be withdrawn on the demand of the depositor.

(3) "Time deposit" means a deposit of funds subject to a contract between the depositor and the depository under which the depositor may not withdraw any of the funds by check or by another manner until the expiration of a certain period following written notice of the depositor's intent to withdraw the funds.

(4) "Subdepository bank" means an authorized bank, other than a depository, that holds demand deposits, not exceeding the Federal Deposit Insurance Corporation's limit, of a district, county, or precinct officer.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, Sec. 1, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 234, Sec. 4, eff. Sept. 1, 1993; Acts 1999, 76th Leg., ch. 344, Sec. 5.009, eff. Sept. 1, 1999.

Sec. 116.002. MONEY AFFECTED. (a) This chapter applies to money collected or held by a district, county, or precinct officer in a county and by the officers of a defined district or subdivision in the county, including the funds of a municipal or quasi-municipal subdivision or corporation that has the power to select its own depository but has not done so. The money shall be deposited under this chapter, and the money shall be considered in fixing, and is protected by, a county depository's bond.

(b) Orders for payment, checks, and vouchers evidencing the money

deposited in the county depository under Subsection (a) are subject to audit and countersignature as provided by law.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 606, Sec. 21, eff. September 1, 2011.

SUBCHAPTER B. ESTABLISHMENT OF DEPOSITORY

Sec. 116.021. DEPOSITORY AND SUBDEPOSITORY CONTRACTS. (a) The commissioners court of a county shall select by the process provided by this subchapter or by Subchapter C, Chapter 262, one or more banks in the county and enter a contract with each selected bank for the deposit of the county's public funds. The county shall contract with a bank under this section for a two-year or four-year contract term. On expiration of a contract under this section, the contract may be renewed for two years under terms negotiated by the commissioners court.

(b) If the contract is for a four-year term, the contract shall allow the county to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.

(c) On the renewal of a contract, the county may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by Subsection (b).

(d) If for any reason a county depository is not selected under Subsection (a), the commissioners court, at any subsequent time after 20 days' notice, may select, by the process described by Section 116.024 or by negotiated bid, one or more depositories in the same manner as at the regular time.

(e) If the commissioners court selects a depository by the process provided by Subchapter C, Chapter 262, the depository may be selected by:

(1) competitive bidding; or

(2) another method under that subchapter that the county is qualified to use.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, Sec. 2, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 65, Sec. 1, eff. Aug. 28, 1995.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 899, Sec. 1, eff. June 15, 2007.

Sec. 116.022. NOTICE. (a) Once each week for at least 20 days before

the date to submit an application under Section 116.023(a), the county judge shall place over the judge's name in a newspaper of general circulation in the county a notice that the commissioners court intends to receive applications from which to select a depository bank. A notice shall also be posted at the courthouse door of the county.

(b) If a newspaper is not published in the county, the newspaper notice shall be placed in a newspaper published in the nearest county.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 65, Sec. 2, eff. Aug. 28, 1995.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 899, Sec. 2, eff. June 15, 2007.

Sec. 116.023. APPLICATIONS. (a) A bank in the county that wants to be a county depository must deliver its application to the county judge or a designated representative of the judge on or before a date set by the commissioners court that is no later than the 60th day before the date of the expiration of the existing depository contract.

(b) The application must state the amount of the bank's paid-up capital stock and permanent surplus, and the application must be accompanied by:

(1) a statement showing the financial condition of the bank on the date of the application; and

(2) a certified check or cashier's check for at least one-half percent of the county's revenue for the preceding year.

(c) The certified or cashier's check that accompanies an application is a good-faith guarantee on the part of the applicant that if accepted as a county depository it will execute the bond required under this chapter. If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidated damages, and the county judge shall readvertise for applications, if necessary, to obtain a depository for the county.

(d) A bank in the county that wants to be a county subdepository must comply with Subsections (a) and (b)(1). The subdepository's application must include a proposal outlining its security for the county public funds to be held in addition to revenue offers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 628, Sec. 4, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 527, Sec. 3, eff. Sept. 1, 1991.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 899, Sec. 3, eff. June 15, 2007.

Sec. 116.024. SELECTION OF DEPOSITORIES AND SUBDEPOSITORIES. (a) At the meeting at which banks are to be selected as county depositories, the commissioners court shall:

(1) enter in the minutes of the court all applications filed with the county judge;

(2) consider all applications; and

(3) select the qualified applicants that offer the most favorable terms and conditions for the handling of the county funds.

(b) The commissioners court may reject those applicants whose management or condition, in the opinion of the commissioners court, does not warrant placing county funds in their possession.

(c) After selecting one or more county depositories, the commissioners court shall immediately return the certified checks of the rejected applicants. The commissioners court shall return the check of a successful applicant when the applicant executes and files a depository bond that is approved by the commissioners court.

(d) The conflict of interests provisions of Section 131.903 apply to the selection of the depositories.

(e) After selecting one or more subdepositories, the commissioners court shall immediately notify each selected applicant of its selection. Within 15 days, the selected applicant must file a bond or other security as approved by the commissioners court.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, Sec. 4, 5, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 268, Sec. 29, eff. Sept. 1, 1993.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 899, Sec. 4, eff. June 15, 2007.

Sec. 116.025. DESIGNATION OF DEPOSITORY OR SUBDEPOSITORY. When security is provided in accordance with Subchapter C and is approved by the commissioners court, the commissioners court shall, by an order entered in its minutes, designate the bank as a depository or subdepository for the funds of the county. The designation is effective until the end of the 60th day after the date fixed for the next selection of a depository or subdepository.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, Sec. 6, eff. Sept. 1, 1991.

Sec. 116.026. APPLICANTS OUTSIDE COUNTY. If no bank located in the county applies to be designated as the county depository, the commissioners court may advertise, in the same manner provided by Section 116.022 for advertising for a depository within the county, for applications from banks in an adjoining county or any other county in this state.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 116.027. SELECTION OF NONAPPLICANT DEPOSITORY. (a) If no application to be a county depository is submitted, or if all of the applications are declined, the commissioners court shall deposit the funds of the county with any one or more banks in the county or in the adjoining counties in the amounts and for the periods as the commissioners court considers advisable.

(b) A bank that receives deposits under this section shall provide security in the manner and form, and subject to the same conditions, as is required for a depository of county funds. The penalty of the security must at least equal the total amount of county funds deposited with the bank.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER C. SECURITY FOR FUNDS HELD BY DEPOSITORY

Sec. 116.051. QUALIFICATION AS DEPOSITORY OR SUBDEPOSITORY. Within 15 days after the date a bank is selected as a county depository or subdepository, the bank must qualify as the depository or subdepository by providing security for the funds to be deposited by the county with the bank. The depository or subdepository may secure these funds, at the option of the commissioners court, by:

(1) personal bond; surety bond; bonds, notes, and other securities; first mortgages on real property; real property; certificates of deposit; or a combination of these methods, as provided by this subchapter; or

(2) investment securities or interests in them as provided by Chapter 726, Acts of the 67th Legislature, Regular Session, 1981 (Article 2529b-1, Vernon's Texas Civil Statutes).

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 15(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 527, Sec. 7, eff. Sept. 1, 1991.

Sec. 116.052. PERSONAL BOND. (a) One or more personal bonds executed

AI-38303 **Purchasing Department 21. B. 1.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to increase original PO#680750 for Holchemont LTD. as approved by the Architect of record "Alcocer Garcia Associates" thru **AIA Document G701-2001 Change Order #001** in the amount of **$47,697.86** for change request as outlined in the Summary Of Change Order No. 1 to include but not limited to an **extension of Seventy Eight (78) days** for the continuation of construction at Pct. #1 Constable Building; in addition to

b. AIA Document G701-2001 Change Order #002 request to utilize the amount of $1,986.11 of the $7,800.00 Betterment Allowance as defined under page 3 of the AIA Contract Document A101-2007, 4.4 of Article 4 Contract Sum.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Pending transfer (AI #38332).

Attachments

Change Order 001

Change Order 002

Article 4 of AIA Document A101-2007

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:09 AM
Budget & Management	Angela Garcia	04/25/2013 01:24 PM
Olga Garza	Olga Garza	04/26/2013 03:48 PM
Auditor's Office	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Vangie Garcia Started On: 04/18/2013 02:33 PM

Final Approval Date: 04/26/2013

AIA® Document G701™ – 2001

Change Order

PROJECT: *(Name and address)* Pct 1 Constable Building Weslaco, Texas	**CHANGE ORDER NUMBER:** 001 **DATE:** April 17, 2013 **ARCHITECT'S PROJECT NUMBER:**	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐
TO CONTRACTOR: *(Name and address)* Holchemont, LTD 900 N Main Street McAllen, Texas 78501	**CONTRACT DATE:** July 24, 2012 **CONTRACT FOR:** General Construction	

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

See attached Summary of Change Order No. 1

The original (Contract Sum) was	$	724,000.00
The net change by previously authorized Change Orders	$	00.00
The (Contract Sum) prior to this Change Order was	$	724,000.00
The (Contract Sum) will be (increased) (by this Change Order in the amount of	$	47,697.86
The new (Contract Sum) , including this Change Order, will be	$	771,697.86

The Contract Time will be (increased) (by Seventy Eight (78) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is October 20, 2013

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Alcocer Garcia Associates, Inc. **ARCHITECT** *(Firm name)*	Hochemont, LTD **CONTRACTOR** *(Firm name)*	County of Hidalgo, Texas **OWNER** *(Firm name)*
1333 E Jasmine McAllen, Texas 78501 **ADDRESS**	900 N Main Street McAllen, Texas 78501 **ADDRESS**	2802 S Business Hwy 281 Edinburg, Texas 78539 **ADDRESS**
George A Garcia **BY** *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
George A. Garcia *(Typed name)*	Michael Montalvo *(Typed name)*	Ramon Garcia, County Judge *(Typed name)*
4-18-13 **DATE**	18 APR 13 **DATE**	**DATE**

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SUMMARY OF CHANGE ORDER NO. 1

PROJECT :

Hidalgo County Precinct 1 Constable's Office Building, Weslaco, Texas

CONTRACTOR :
Holchemont, LTD

Provide labor, material and equipment for the following work items :

1. Add exterior roof access ladder as per City requirements..... $ 3,343.88
2. Delete Restroom 104 fixtures, finish-out to create closet, net credit..... < 568.42 >
3. Install Bullet-resistant wall lining at lobby side of partition between Lobby and Receptionist office. Install bullet-resistant window with drawer at partition between Lobby and Reception, install 3 electrical back boxes for Owner's cameras..... 12,146.40
4. Install electrical power from new building to existing adjacent building for emergency electrical service and conduits for Owner's camera equipment.....15,990.35
5. Install exit door at Receptionist Office exterior wall, revise conference and office partitions and door locations, re-work electrical and A/C ducts and fire sprinkler system, install CMU to top of exterior wall at rear of building in lieu of 2x8 to close gap, add concrete landing at new exit door at Receptionist office..... ..... 16,785.65

Total cost..... $ 47,697.86

Attachments:

Item 1: Contractor's Cost Proposal
Make / model data

Item 2: Contractor's Cost Proposal (credit)
Drawing (part of Item 5 attachments)

item 3: Contractor's Cost Proposal
Bullet Resistant materials data

Item 4: Contractor's Cost Proposal
Electrical subcontractor's cost breakdown
Electrical Engineer's revision requirements

Item 5: Contractor's Cost Proposal
Drawing - revisions to partitions and doors and restroom conversion to storage room
Drawing - revisions to reflected ceiling plan
Revisions to flooring pattern
Drawing - concrete landing
MEP Engineer's revisions to mechanical and electrical installations



4-17-13

ALCOCER GARCIA ASSOCIATES, INC.
McALLEN, TX

Lic. Expiration
date: 8-31-13

Holchemont, Ltd.
900 N. Main St
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 1
Date: 10/25/12
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 1

We are pleased to offer the following specifications and pricing to make the following changes:

As per RFP 1:

REVISED 10APR13

1. Furnish and install one exterior aluminum roof access ladder per specifications provided. $2,775.00
2. P & PB $69.38
3. General Conditions $83.25
4. OH & P $416.25

MODIFIED 07FEB13

REVISED 10APR13

WE STILL NEED A LOCATION ON THE BUILDING AS TO WHERE THE LADDER IS TO BE INSTALLED.

The total amount to provide this work is $3,343.88

Please note that Holchemont, Ltd. will require an extra 10 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc: GAS Enterprises Inc

NAME_____

COMPANY_____

ADDRESS_____

CITY, STATE, ZIP_____

PHONE_____ FAX_____

Save Document to local drive using "SaveAs", then email to sales@alacoladder.com

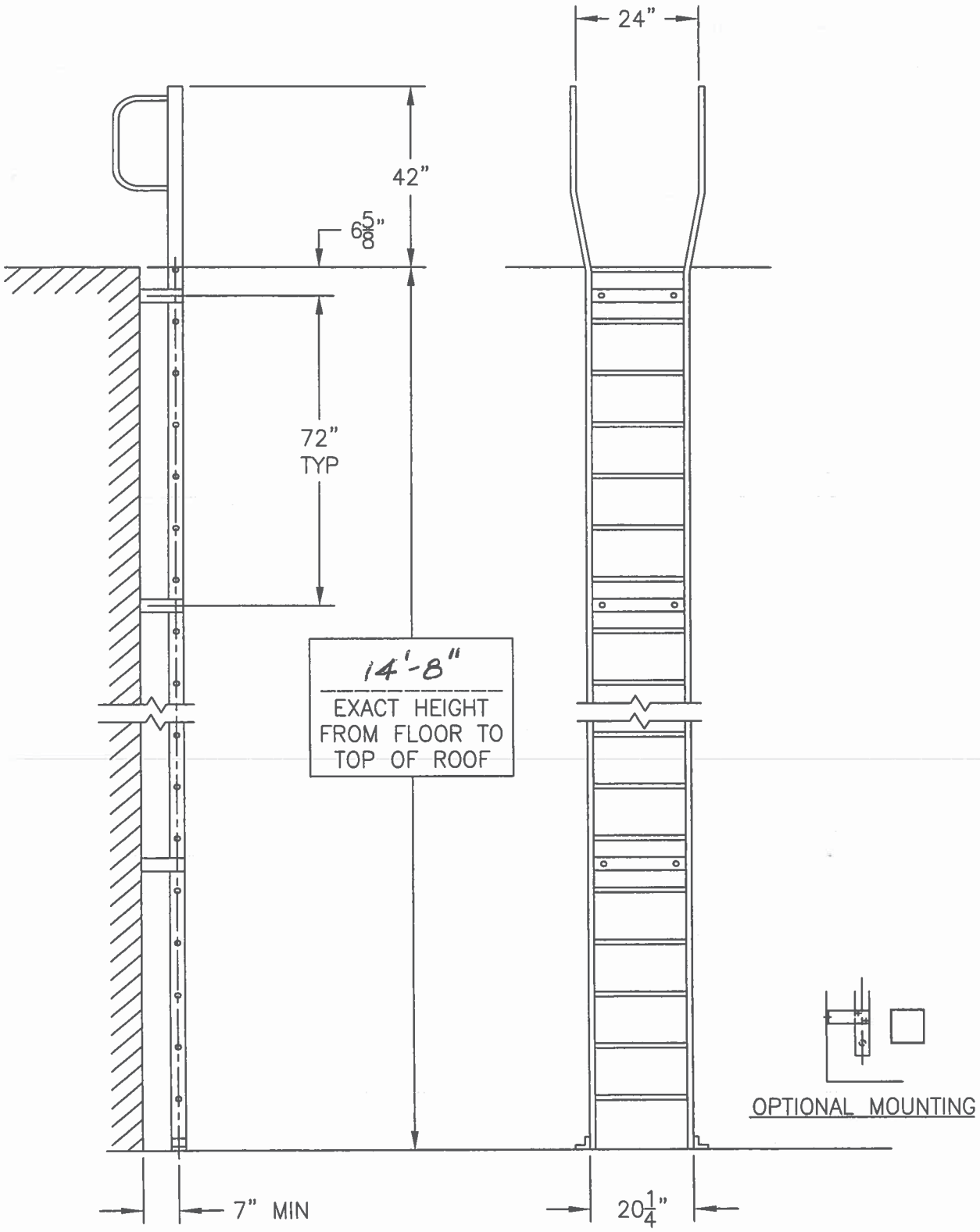
ALACO Ladder Company

5167 "G" Street, Chino, CA 91710-5143

Phone: 888-310-7040 • Fax: 909-591-7565

EXTERIOR ROOF ACCESS

MODEL 561 — Fixed Wall Ladder with Handrails Over Roof



2

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 4
Date: 1/25/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 004 - Aromtex/ArmorCore

We are pleased to offer the following specifications and pricing to make the following changes:

1. Provide Arotex Bullet Resistant Transaction Drawer and Window $6,950.00

2. Install bullet resistant ArmorCore panels behind gyp. board on ones sied of partition between the Receptionest and Lobby. Panels to be 8' - 0" high. $2,880.00

3. Electrical Back Boxes $250.00

4. P & PB $252.00

5. General Conditons $302.40

6. GC OH & P $1,512.00

REVISED 10APR13

The total amount to provide this work is $12,146.40

Please note that Holchemont, Ltd. will require an extra 14 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

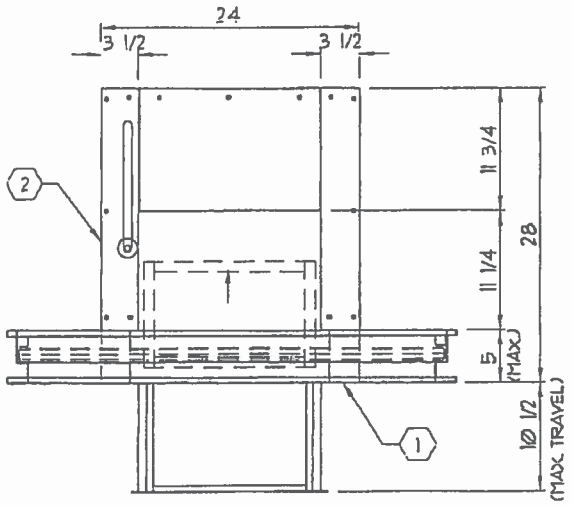
Approved by: _____
Date: _____

Cc:

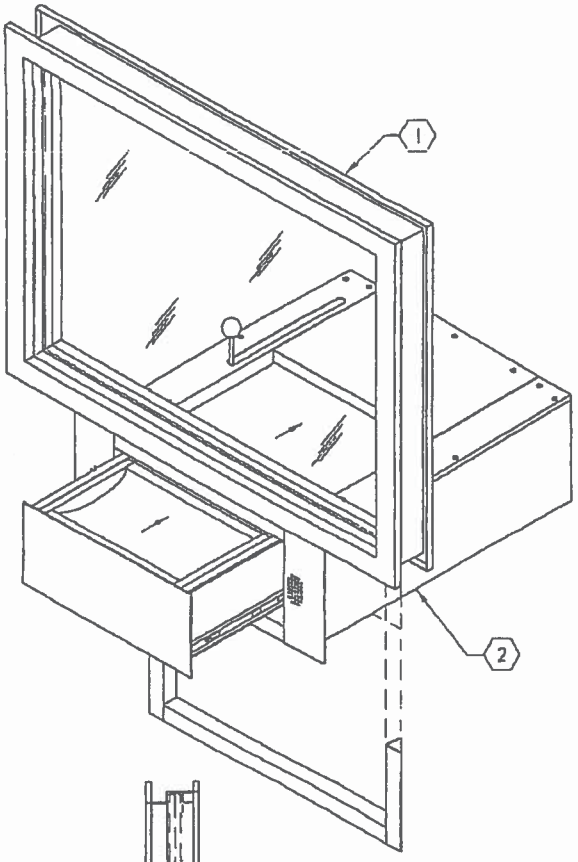
RFP 004

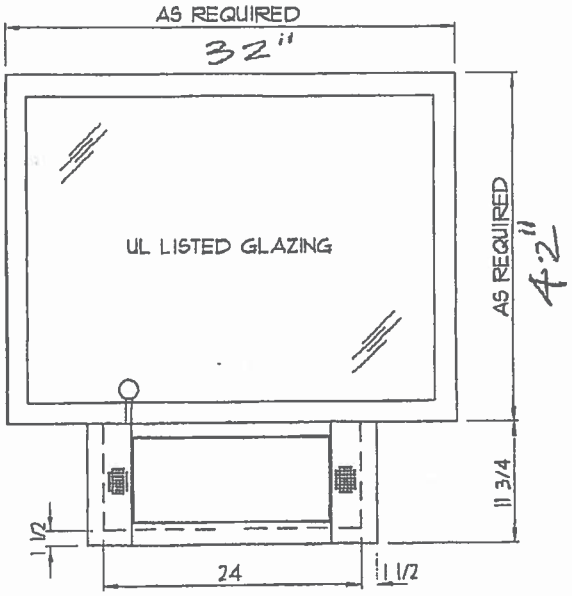
SEE SPECIFICATIONS : SSTDRAWER SPECS

NOTES:
1. ARMORTEX® BULLET RESISTANT WINDOW SIZES AND TYPE AS REQUIRED
2. TRANSACTION DRAWER MODEL 6003

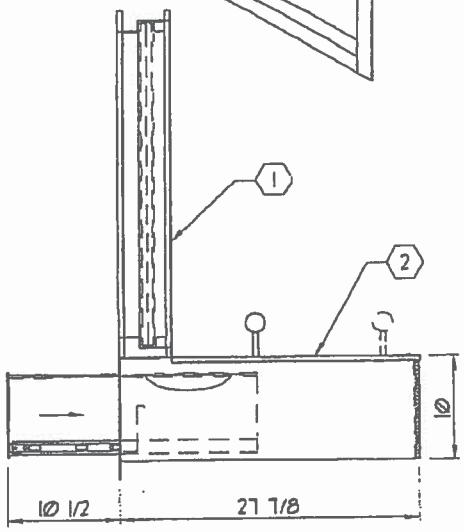


TOP VIEW
(_ - REQUIRED)





FRONT VIEW



SIDE VIEW

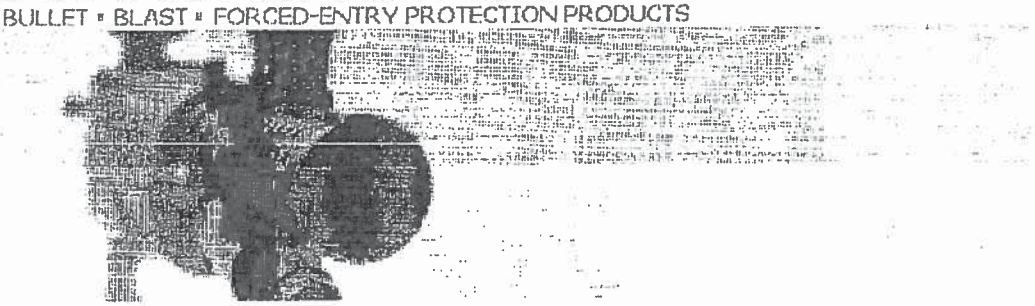
REVISIONS			ARMORTEX® BULLET / BLAST RESISTANT PRODUCTS	BALLISTIC LEVEL: 3	
No.	DESCRIPTION	DATE	5926 CORRIDOR PKWY SCHERTZ, TX 78154	DRN.BY: A. Perez	DATE: 02-16-07
			TEL: 210-661-8306 800-880-8306 FAX: 210-661-8308	CHKD.BY:	DATE:
			TITLE: ARMORTEX® BULLET RESISTANT TRANSACTION DRAWER AND WINDOW UNIT	PROJECT NAME:	
			UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES	SCALE: NONE / PROJECT No.	DRAWING No.: T1016004 / SHEET: 1 OF 1

C:\ARMORTEX MASTERS - 2007\TRANSACTION DRAWERS\T1016004.DWG.DWG 02/19/07 @ 10:08 User: operez

RFP004

ARMORTEX® INC.

BULLET • BLAST • FORCED-ENTRY PROTECTION PRODUCTS



- Products
  - Bullet Resistant Products
    - Doors
    - Windows & Glazing
    - Composite Panels
    - Transaction Equipment
      - Transaction Drawers
      - Package Receivers
      - Money Hoppers
      - Package Receivers
    - Accessories
  - Blast Protection Products
  - Bullet/Blast Storefront Systems
- Photo Gallery
- Company Overview
- Technical Binder
- Links
- Installation
- Contact Us

SPEC WIZARD®

Content

CADdetails

AIA

IS SURANCE

PERRY JOHNSON REGISTRARS, INC.

ISO 9001:2008 Certified

Bullet Resistant Transaction Drawers



MODEL SS4D, SS10D, AND SS10D-D

Armortex® Bullet Resistant Transaction Drawers are fabricated from stainless steel to provide long life and trouble-free operation. The drawers are designed with a Bullet Resistant panel in position to protect the operator when the unit is open or closed. The transaction drawers are manufactured with UL Listed Composite, designed to provide protection against UL Level 1 through 4 weapons.

A removable plastic money tray is furnished with the SS4D and SS10D units. The SS10D-D comes without the money tray to provide greater capacity and is ideal for detention applications. The drawers are simple to install and attach to a conventional counter top.



MODEL 6003

The Armortex® Model 6003 is specifically designed to accommodate a window frame immediately above. This unit has a brushed stainless steel top and front and is available with an optional electronic speaker system. The unit design prevents the drawer from being extended unless the inner door is completely closed, thereby providing maximum protection for your employees. The large capacity bin offers you 1,300 cubic inches of usable space with a sliding dip tray. Available in Levels 1 through 4.

← INCLUDE



MODEL 1724

The Armortex® Model 1724 is specifically designed to accommodate a window frame, not exceeding 5" in depth, immediately above. This drawer is best utilized where an "end opening" requirement exists such as in a drive up application. A clear plastic lid offers a clear view of the contents prior to opening as well as prevents the rush of outside air. The lid has a pushbutton release and handle for operational simplicity. This drawer is available in protection level 3 through 8.

CAD Drawings for Bullet Resistant Transaction Drawers & Trays.
All files are in PDF format unless otherwise noted.

Drawing #	Description of File
Word DOC	Transaction Drawer Short Form
T10t6000	Transaction Drawer Model SS4D

PFP 004



*Combining woven-roving fiberglass with resin, **ArmorCore®** panels capture the ballistic projectiles in a process called ply-delamination without ricochet or spalling.*

ArmorCore® panels deliver superior security against bullets and blast fragments.
Through a proprietary manufacturing process, **ArmorCore®** panels are precision-assembled and cured in a press with heat and pressure, maintaining quality and consistency.

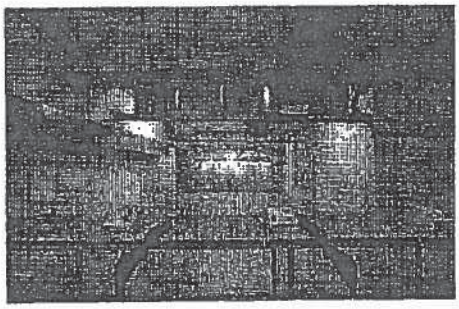
UL 752 Protection Level

Level / UL Rating	UL	Nominal Thickness	Nominal Weight lbs/sq. ft	NIJ Level	Ammunition	Grain	(g)	Minimum fps	Velocity m/s	No. of Shots	UL 752 Paragraph
Level 1	Ⓡ	1/4"	2.6 psf		9mm full metal copper jacket with lead core	124	8	1175	350	3	4.3
Level 2	Ⓡ	5/16"	3.6 psf	Level II-A	.357 magnum jacketed lead soft point	158	10.2	1250	381	3	4.4
Level 3	Ⓡ	7/16"	4.8 psf	Level II	.44 magnum lead semi-wadcutter gas checked	240	15.6	1350	411	3	4.5
Level 4	Ⓡ	1-3/8"	13.9 psf		.30 caliber rifle lead core	180	11.7	2450	774	1	4.6
Level 5	Ⓡ	1-7/16"	14.8 psf		7.62mm rifle lead core full metal copper jacket, military ball	150	9.7	2750	838	1	4.7
Level 6	Ⓡ	3/8"	3.9 psf	Level II	9mm full metal copper jacket with lead core	124	8	1400	427	5	4.8
Level 7	Ⓡ	1-1/8"	11.7 psf		5.56mm rifle full metal copper jacket, steel lead core	55	3.56	3080	939	5	4.9
Level 8	Ⓡ	1-7/16"	15.2 psf	Level III	7.62mm rifle lead core full metal copper jacket, military ball	150	9.7	2750	838	5	4.10
Supplementary Shotgun					12-gauge rifled slug	437	28.3	1585	483	3	4.11
					12-gauge 00 lead buckshot (12 pellets)	650	42	1200	366		

ArmorCore® carries a one-hour fire rating compliant to ASTM E119-00 (Fire Testing of Building Construction and Materials)
ArmorCore® Level 3 panels carry a Class IV Forced Entry Protection rating, per ASTM F1233-98.

The Industry Leader

Waco Composites, Ltd. leads the industry in ballistic panel design and fiberglass product development. Our team's experience includes design and development of ballistic resistant panels for a wide range of applications: Commercial, Governmental, Educational and Military.



Consistent ballistic testing, documentation and attention to detail are part of the Waco Composites Quality Assurance Program. Waco Composites Is an ISO 9001:2008 registered company.

ARMORCORE
BULLET RESISTANT FIBERGLASS PANELS

For Product Details, Specifications and Pricing:

Call us at: **866-688-3088**
Or visit our website: **www.ArmorCore.com**

3

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 3
Date: 12/12/12
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 003

We are pleased to offer the following specifications and pricing to make the following changes:

RFP 003

REVISED 10APR13

DEDUCTS

Plumbing Credits $450.00

Ceramic Tile Credits $250.00

Accessories Credits $ 150.00

ADDS

Painting $100.00

Drywall Framing $52.88

General Conditions $24.45

OH & P $104.25

The total amount to provide this work is ..... $-568.42

Please note that Holchemont, Ltd. will require an extra 4 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 8
Date: 1/30/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: Electrical Changes RFP 008

We are pleased to offer the following specifications and pricing to make the following changes:

Scope is for the Electrical changes as noted on drawing issued by Trinity Engineering Revised 12-5-12
Received 1-9-13

1. 1-4" PVC conduit for Camera controls

2. 1-2" PVC conduit for power to camera in existing building

Subcontractor	$13,270.00
General Conditions	$398.10
P & PB	$331.75
OH & P	$1,990.50

Price is valid for only 10 Days.

REVISED 10APR13

The total amount to provide this work is $15,990.35

Please note that Holchemont, Ltd. will require an extra 10 days.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:

METRO
ELECTRIC, INC.
TECL# 17140

☐ MAIN OFFICE
1901 INDUSTRIAL DRIVE
McALLEN, TX 78504-4015
(956) 686-2323

☐ BRANCH OFFICE
5255 COMMERCIAL DRIVE
P.O. BOX 4270
BROWNSVILLE, TX 78523
(956) 831-7801

HARLINGEN, TX 78550
(956) 421-2600

WWW.METROELECTRIC-RGV.COM

January 28, 2013

Holchemont, LTD.
900 N. Main St.
McAllen, TX 78501

Attn: Michael Montalvo
Re: Hidalgo Pct. 1 New Office
Metro Electric CPR #2

Please add **$13,270.00** to our base contract amount for the following changes.

The following Scope of Work is included

- 1-4" PVC conduit for Camera controls
- 1-2" PVC conduit for power to camera in existing building.
- 3- Motion detectors are included

Pricing is valid for two weeks only and we will need an additional ten days to Complete this work.

Should you have any questions, please advise accordingly.

Sincerely,
Metro Electric, Inc.

Jay Guajardo
Project Manager

File C.O. #2-03005

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

Change Price Request Cost Analysis

PROJECT: Hidalgo Pct. 1 New Office
CONTRACTOR: Holchemont, LTD.

DESCRIPTION OF CHANGE: Add 1-4" pvc underground conduit for camera controls, add 1-2" pvc conduit for emergency power from MDP to cameras in existing building and also provide 3 additional motion detectors.

Metro Electric, Inc. CPR #2 Page 1 of 2

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Labor Total
4" PVC CONDUIT	220.00	$ 377.61	C	$ 830.74	$ 1,157.73
4" PVC COUPLINGS	6.00	$ 581.51	C	$ 34.89	$ 29.60
4" PVC F/A	6.00	$ 733.98	C	$ 44.04	$ 157.87
4" GRC 90° ELBOWS	3.00	$ 185.23	E	$ 555.69	$ 355.21
4" GRC COUPLINGS	1.00	$ 1,995.88	C	$ 19.96	$ 16.45
4" GRC CONDUIT	10.00	$ 3,081.44	C	$ 308.14	$ 98.87
4" GRC LB	2.00	$ 10,934.90	C	$ 218.70	$ 296.01
4" EMT CONDUIT	20.00	$ 1,179.88	C	$ 235.98	$ 105.25
4" S/S CONNECTORS	2.00	$ 3,005.12	C	$ 60.10	$ 29.60
4" S/S COUPLINGS	2.00	$ 2,073.99	C	$ 41.48	$ 14.47
4" UNISTRUT STRAPS	6.00	$ 277.61	C	$ 16.86	$ 11.84
DEEP UNISTRUT	20.00	$ 852.20	C	$ 170.44	$ 78.94
3/8" ALL THREAD	30.00	$ 136.83	C	$ 41.05	$ 19.73
2" PVC CONDUIT	160.00	$ 130.91	C	$ 209.48	$ 420.99
2" PVC COUPLINGS	6.00	$ 142.56	C	$ 8.55	$ 29.60
2" PVC F/A	6.00	$ 194.12	C	$ 11.65	$ 59.20
2" GRC 90° ELBOWS	3.00	$ 67.27	C	$ 2.02	$ 118.40
2" GRC COUPLINGS	2.00	$ 5.80	E	$ 11.80	$ 16.45
2" GRC CONDUIT	20.00	$ 1,032.71	C	$ 206.54	$ 72.36
2" GRC LB	2.00	$ 6,472.71	C	$ 129.45	$ 108.54
2" EMT CONDUIT	50.00	$ 464.78	C	$ 232.39	$ 131.56
2" S/S CONNECTORS	2.00	$ 514.99	C	$ 10.30	$ 16.45
2" S/S COUPLINGS	4.00	$ 564.93	C	$ 22.60	$ 15.79
2" UNISTRUT STRAPS	10.00	$ 158.96	C	$ 15.70	$ 13.16
				$ -	$ -
				$ -	$ -
		Subtotals		$ 3,438.12	$ 3,373.86
		Sales Tax		$ -	
		Subtotal w/ Tax		$ 3,438.12	

Bond	$ -
Subtotal (Material and Labor) Page 1 of 2	$ 6,811.98
Plus 0.00 % of (Material and Labor) For Overhead	$ -
Subtotal (Material, Labor and Overhead) Page 1 of 2	$ 6,811.98
Plus 0.00 % of (Material, Labor, and Overhead) For Profit	$ -
Total (Material, Labor, Overhead, and Profit) Page 1 of 2	$ 6,811.98

Change Price Request Cost Analysis

PROJECT: Hidalgo Pct. 1 New Office
CONTRACTOR: Holchemont, LTD.

DESCRIPTION OF CHANGE: Add 1-4" pvc underground conduit for camera controls, add 1-2" pvc conduit for emergency power from MDP to cameras in existing building and also provide 3 additional motion detectors.

Metro Electric, Inc. CPR #2 Page 2 of 2

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Labor Total
TRENCH	300.00	$ 1.50	E	$ 450.00	$ 1,184.04
PULLSTRING	500.00	$ 0.05	E	$ 25.00	$ 139.78
EQUIPMENT	1.00	$ 446.00	E	$ 446.00	$ -
PVC GLUE (QUARTS)	2.00	$ 2,872.22	C	$ 57.44	$ -
WARNING TAPE	250.00	$ 30.00	M	$ 7.50	$ 98.67
WALL PENETRATIONS	3.00	$ 2.50	E	$ 7.50	$ 98.67
4SQ J-BOX	1.00	$ 269.93	C	$ 2.70	$ 9.87
¾" EMT CONDUIT	10.00	$ 116.34	C	$ 11.63	$ 16.45
¾" S/S CONNECTOR	1.00	$ 209.42	C	$ 2.09	$ 3.29
OCTAGON BOX	2.00	$ 460.53	C	$ 9.21	$ 19.73
512 CADDY BOX SUPPORT	2.00	$ 680.65	C	$ 13.61	$ 32.89
SCOTCHWRAP 4" ELBOW	3.00	$ 4.27	E	$ 12.81	$ 113.47
SCOTCHWRAP 2" ELBOW	3.00	$ 1.64	E	$ 4.92	$ 74.00
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL FROM PAGE 1	1.00	$ 3,438.12		$ 3,438.12	$ 3,373.86
SECURITY CONTRACTOR	1.00	$ 800.00	E	$ 800.00	$ -
				$ -	$ -
		Subtotals		$ 5,288.55	$ 5,164.72
		Sales Tax		$ 36.80	
		Subtotal w/ Tax		$ 5,325.34	

Bond	$ -
Subtotal (Material and Labor) Page 2 of 2	$ 10,490.06
Plus 15.00 % of (Material and Labor) For Overhead	$ 1,573.51
Subtotal (Material, Labor and Overhead) Page 2 of 2	$ 12,063.57
Plus 10.00 % of (Material, Labor, and Overhead) For Profit	$ 1,206.36
Total (Material, Labor, Overhead, and Profit) Page 2 of 2	$ 13,269.93

TRINITY
MEP ENGINEERING

REVISION

Sent to Architect: AGA, INC **Date:** 12/5/2012

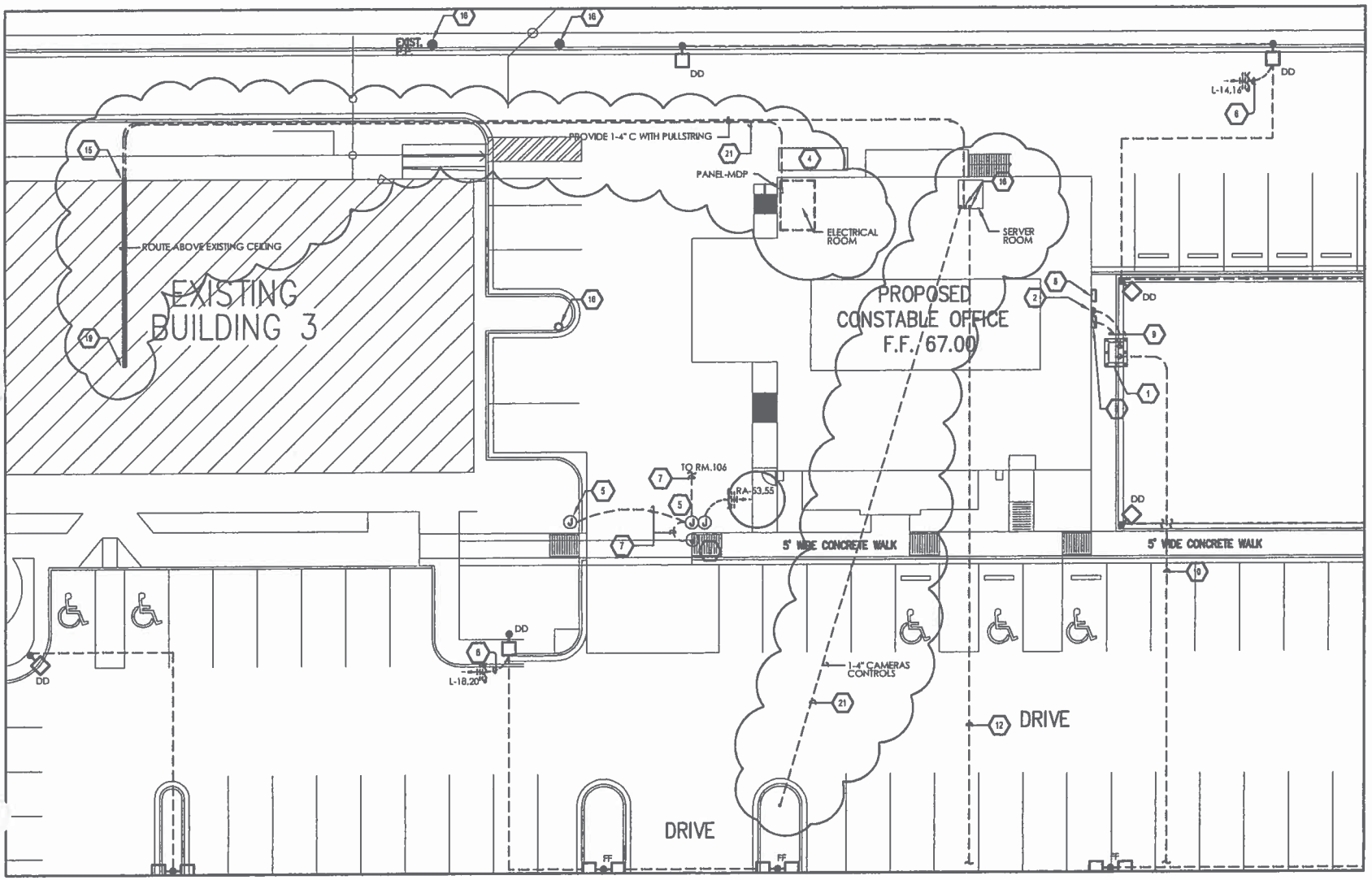
Project Name: Constable's office Building **Project Number:** 112.01

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

12/5/2012



Drawings:		
Sheet No.	**Addition / Change or Deletion**	
ES1.1 A3	Add 1-4"underground counduit with pullstring for camera controls. Rise conduit	
	on both ends approximately 24"aff. Cap both ends.	
	Provide 2"conduit for emergency power from MDP to cameras in existing building.	
	Refer to attachment.	
E2.1	Provide additional motion detectors. Refer to attachment.	
	3	



20 STUB-UP 24" AFF.

21 PROVIDE 1-4"C WITH PULLSTRING FOR CAMERA CONTROLS.

22 PROVIDE 1-2"C WITH PULLSTRING FOR FUTURE BACKUP POWER TO CAMERAS IN EXISTING BUILDING. VERIFY EXACT LOCATION WITH OWNER PRIOR TO ANY WORK. CONDUIT FROM NEW PANEL-MDP.

NORTH

ELECTRICAL SITE PLAN

SCALE: 1"=30'

TRINITY
MEP ENGINEERING
3333 Moreland Dr. Ste A I Weslaco, Tx 78596
p:956.973.0500 I f:956-351-5750
www.trinitymep.com I Copyright 2011
Texas Registered Engineering Firm - F10362
Project number:112.01

12/05/12

STATE OF TEXAS
LEONARDO MUNOZ
97437
LICENSED
PROFESSIONAL ENGINEER

AGA, inc.
Alcocer García Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2667
Fax: 956.618.2668
Web: WWW.AGADC.COM

CONSTABLE'S OFFICE BUILDING
HIDALGO COUNTY PRECINCT No. 1

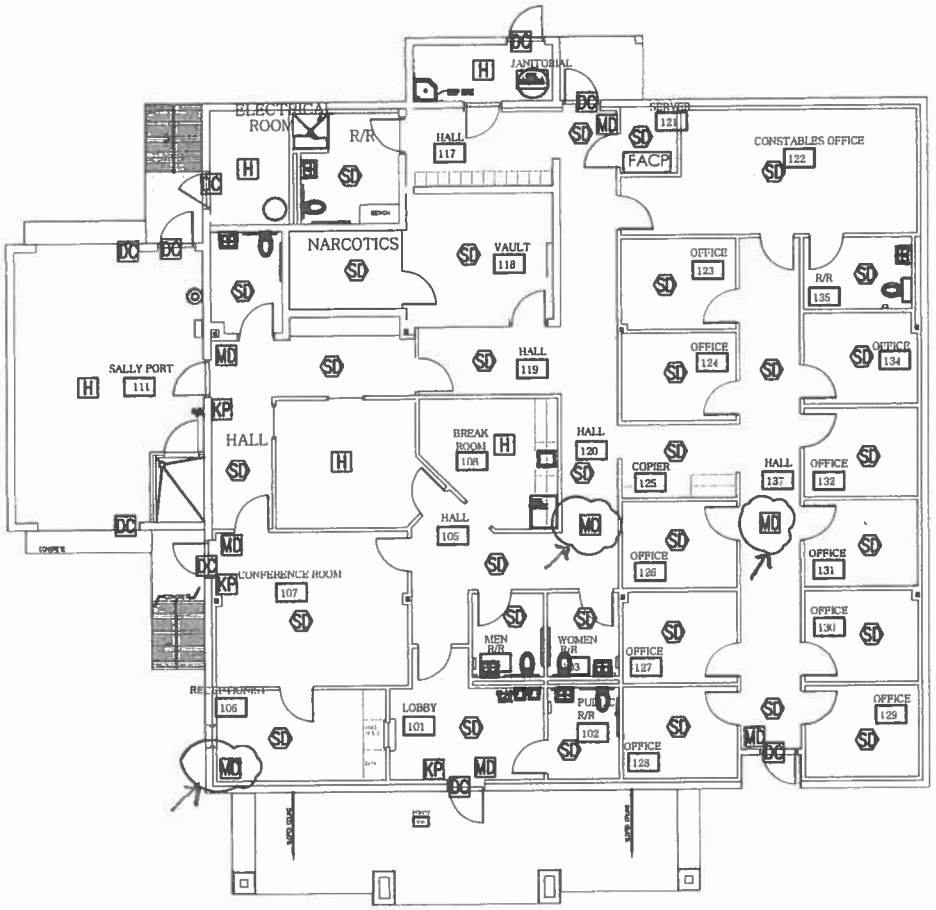
1900 JOE STEPHENS
WESLACO, TEXAS

THE USE OF THESE DRAWINGS IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THEY WERE INTENDED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

ARCHITECT:
GEORGE A. GARCIA
DATE: 08-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

ES1.1



NORTH

SPECIAL SYSTEMS PLAN

SCALE: 1/16" = 1'-0"

REVISION
12/05/12

TRINITY
MEP ENGINEERING
3333 Moreland Dr. Ste A I Weslaco, Tx 78596
p:956.973.0500 I f:956-351-5750
www.trinitymep.com I Copyright 2011
Texas Registered Engineering Firm - F10362
Project number:112.01

STATE OF TEXAS
LEONARDO MUNOZ
97437
LICENSED
PROFESSIONAL ENGINEER

AGA, Inc.
Alcócer García Associates, Inc.
1333 E Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008
Web: WWW.AGADC.COM

CONSTABLE'S OFFICE BUILDING
HIDALGO COUNTY PRECINCT No. 1

1900 JOE STEPHENS
WESLACO, TEXAS

THE USE OF THESE DRAWINGS IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THEY WERE INTENDED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

ARCHITECT:
GEORGE A. GARCIA
DATE: 08-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

E2.1

TRINITY
MEP ENGINEERING

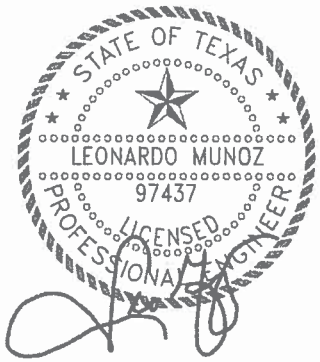
REVISION

Sent to Architect: AGA, INC **Date:** 12/5/2012

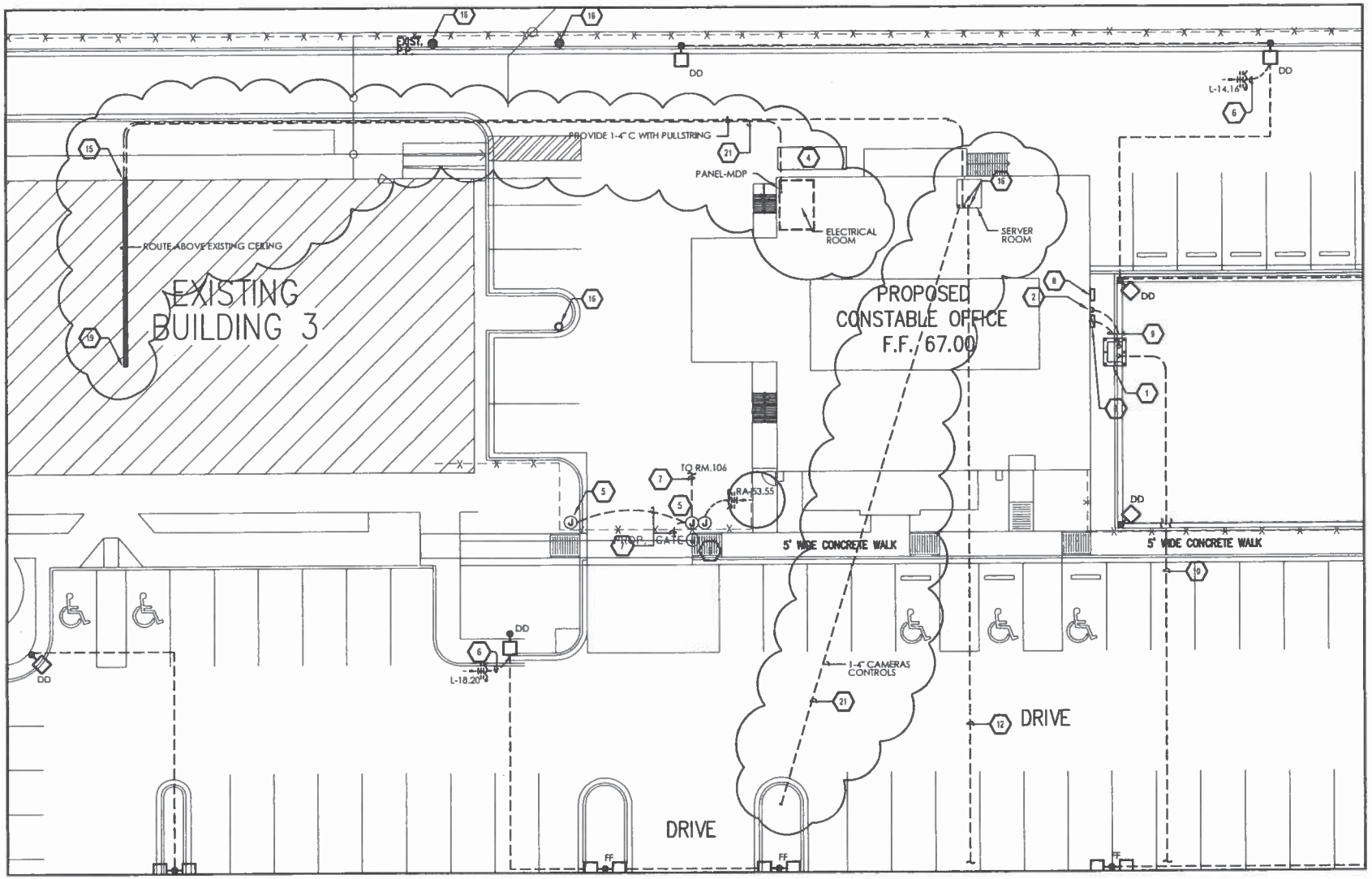
Project Name: Constable's office Building **Project Number:** 112.01

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

12/5/2012



Drawings:		
Sheet No.	**Addition / Change or Deletion**	
ES1.1 A3	Add 1-4"underground counduit with pullstring for camera controls. Rise conduit	
	on both ends approximately 24"aff. Cap both ends.	
	Provide 2"conduit for emergency power from MDP to cameras in existing building.	
	Refer to attachment.	
E2.1	Provide additional motion detectors. Refer to attachment.	



20 STUB-UP 24" AFF.

21 PROVIDE 1-4"C WITH PULLSTRING FOR CAMERA CONTROLS.

22 PROVIDE 1-2"C WITH PULLSTRING FOR FUTURE BACKUP POWER TO CAMERAS IN EXISTING BUILDING. VERIFY EXACT LOCATION WITH OWNER PRIOR TO ANY WORK. CONDUIT FROM NEW PANEL-MDP.

NORTH

ELECTRICAL SITE PLAN

SCALE: 1"=30'

12/05/12

STATE OF TEXAS
LEONARDO MUNOZ
97437
LICENSED PROFESSIONAL ENGINEER

TRINITY
MEP ENGINEERING
3533 Moreland Dr. Ste A I Weslaco, Tx 78596
p:956.973.0500 I f:956-351-5750
www.trinitymep.com I Copyright 2011
Texas Registered Engineering Firm - F10362
Project number:112.01

AGA, inc.
Alcócer García Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008
Web: WWW.AGADC.COM

CONSTABLE'S OFFICE BUILDING
HIDALGO COUNTY PRECINCT No. 1

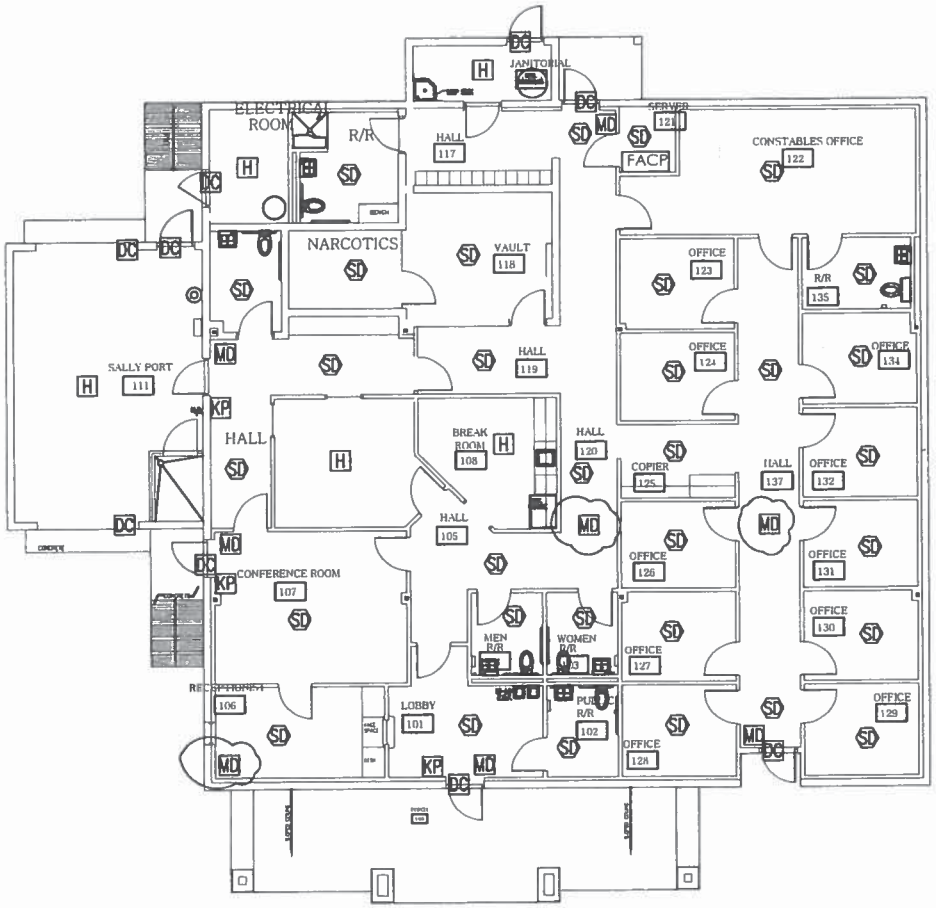
1900 JOE STEPHENS
WESLACO, TEXAS

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ARCHITECT:
GEORGE A. GARCIA
DATE: 05-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

ES1.1



NORTH

SPECIAL SYSTEMS PLAN

SCALE: 1/16" = 1'-0"

REVISION
12/05/12

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Texas Registered Engineering Firm - F10362
Project number:112.01

STATE OF TEXAS
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97437
LICENSED
PROFESSIONAL ENGINEER

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McAllen, Texas 78501
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Web: WWW.AGAOC.COM

CONSTABLE'S OFFICE BUILDING
HIDALGO COUNTY PRECINCT No. 1
1900 JOE STEPHENS
WESLACO, TEXAS

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ARCHITECT:
GEORGE A. GARCIA
DATE: 05-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

E2.1

5

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 10
Date: 2/25/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: PART OF CHANGE ORDER NO. 1

We are pleased to offer the following specifications and pricing to make the following changes:

Revisions :

"PART OF CHANGE ORDER NO. 1" DATED 01APR13

1. Provide and Install New HM Frame, Door, and Hardware (Door #36) $1,870.00
   (Door & hardware same as Door #3))
2. Masonry Work for new door $2,295.00
3. Partitions & HM Frames $450.00
4. Electrical $2,033.00
5. Mechanical $1,464.00
6. Fire Wet Sprinkler $2,243.00
7. Wind Storm $180.00
8. Access Panels $500.00
9. Rough Carpentry $225.00
10. CMU Gap $2,500.00
11. Additional Landing
10. P & PB $348.25
11. General Conditions $417.90
12. OH & P $2,089.50

The total amount to provide this work is $16,785.65

Please note that Holchemont, Ltd. will require an extra 12 days.

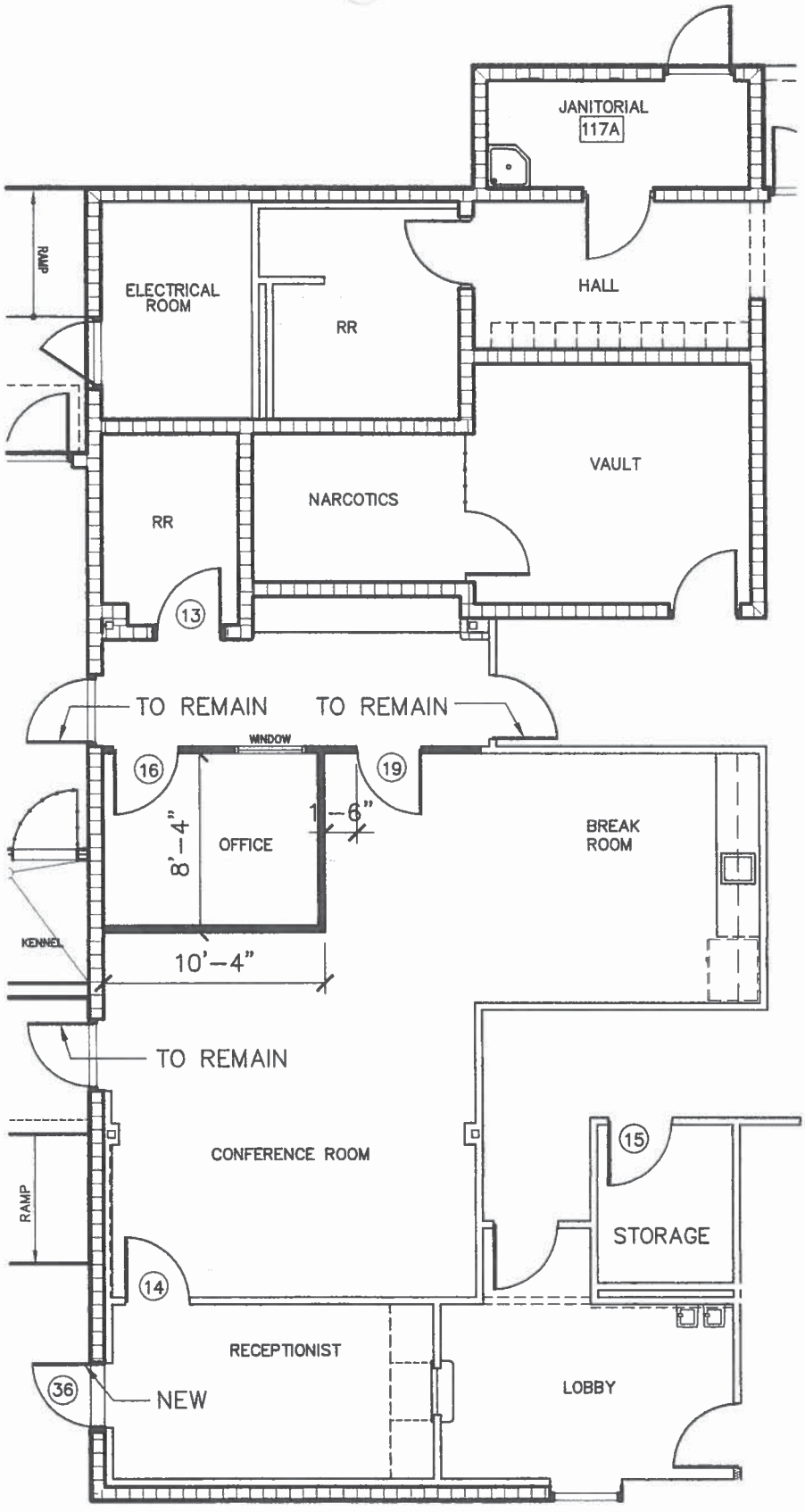
If you have any questions, please contact me at (956)686-2901.

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:



NORTH

REVISED PARTITIONS AND DOOR LOCATIONS

SCALE: 1/8" = 1'-0"

REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS

4-1-13

LICENSE EXPIRATION DATE: 08.31.13

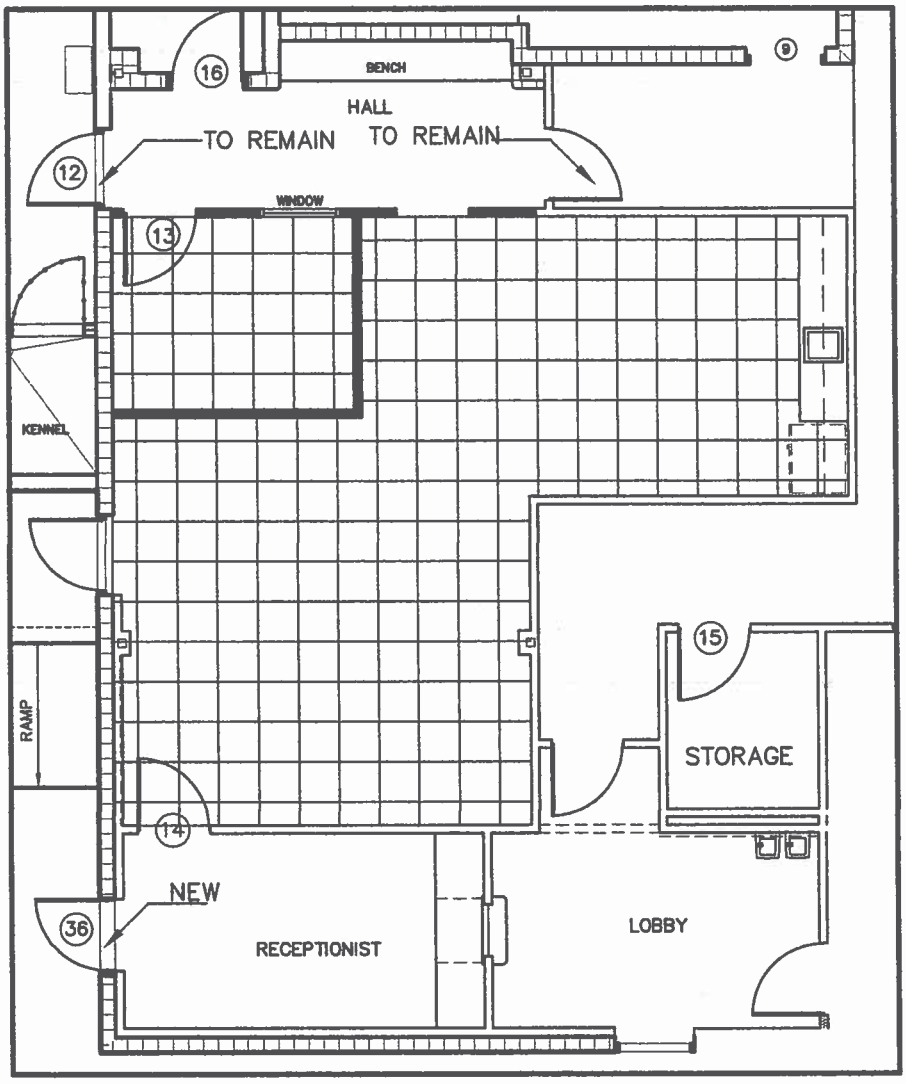
CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1

PART OF CHANGE ORDER NO.1

Alcocer Garcia Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

AGA

DATE: 04.01.13



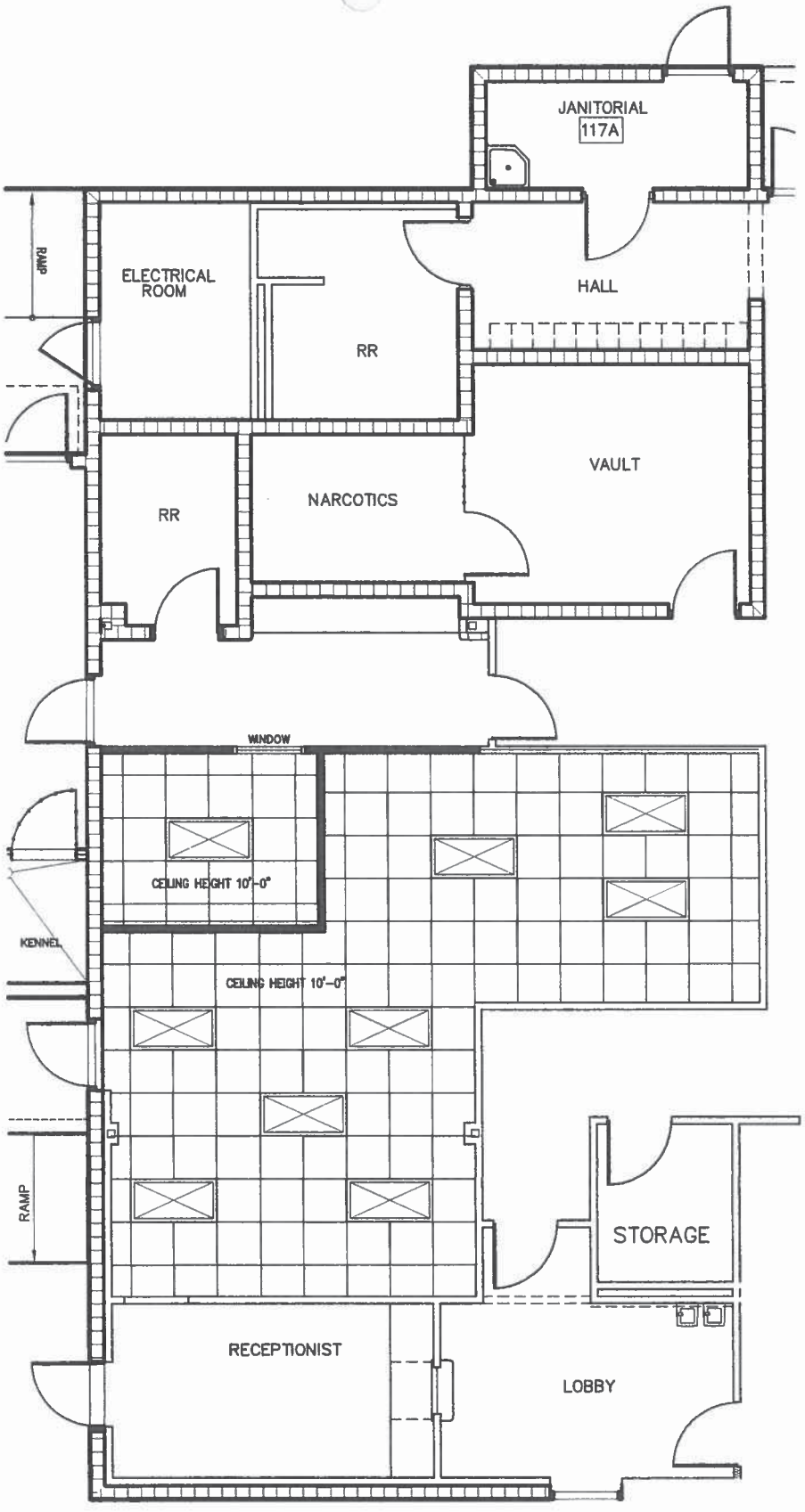
NORTH REVISED FLOORING PATTERN
SCALE: 1/8" = 1'-0"

CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1
REVISED FLOORING PATTERN

Alcocer Garcia Associates, Inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

AGA

5



NORTH

REVISED REFLECTED CEILING PLAN

SCALE: 1/8" = 1'-0"

REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS

4-1-13

LICENSE EXPIRATION DATE: 08.31.13

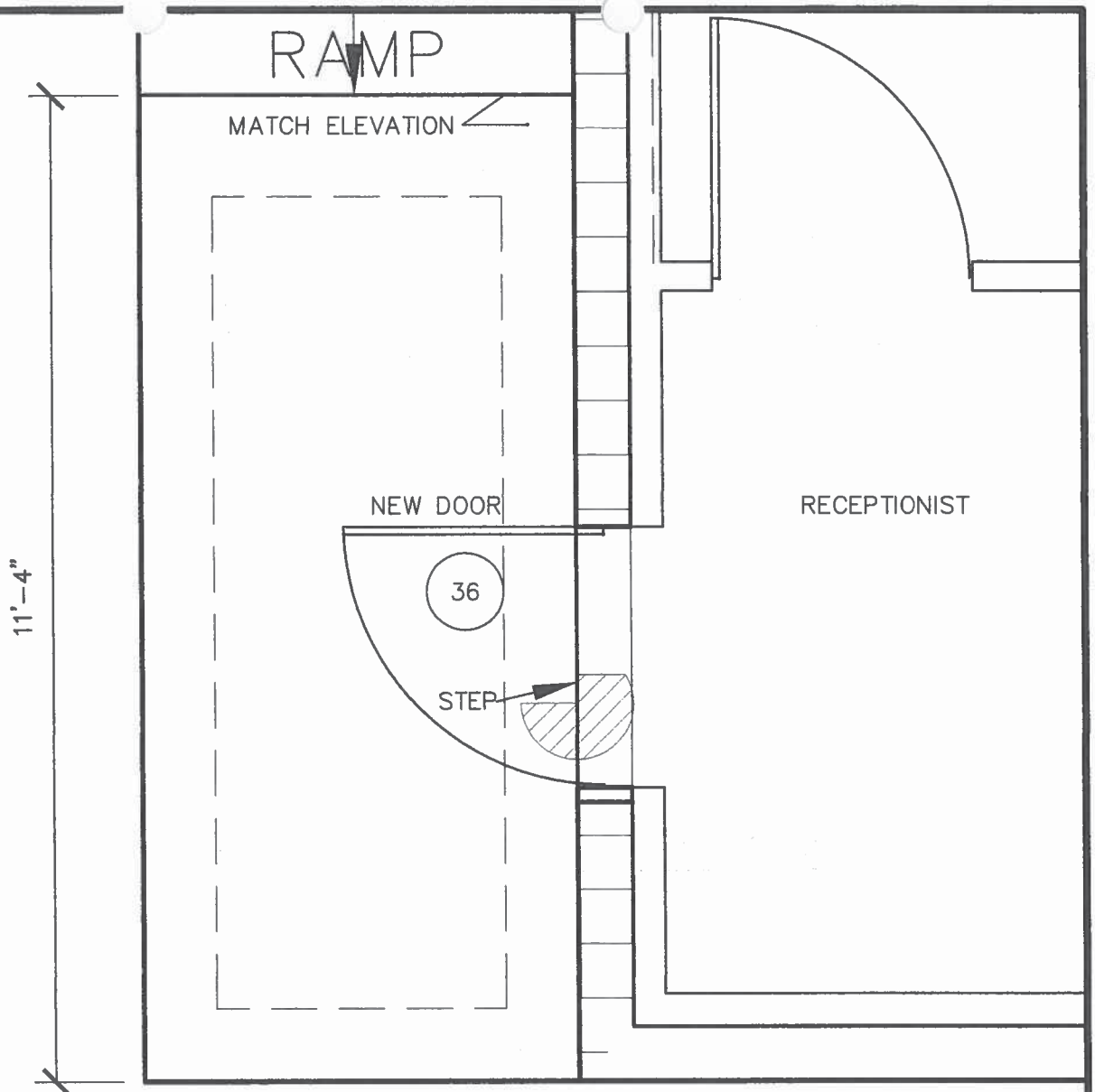
CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1

PART OF CHANGE ORDER NO.1

Alcocer Garcia Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

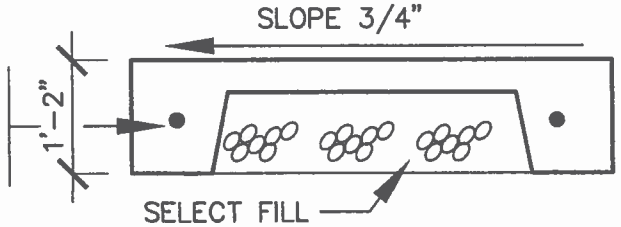
AGA

DATE: 04.01.13



ROUGH BROOM
FINISH SURFACE

2,800 PSI CONCRETE
#5 REBAR ALL
AROUND



SIDEWALK DETAIL
SCALE: 1/2"=1'-0"



NORTH

LICENSE EXPIRATION
DATE: 08.31.13

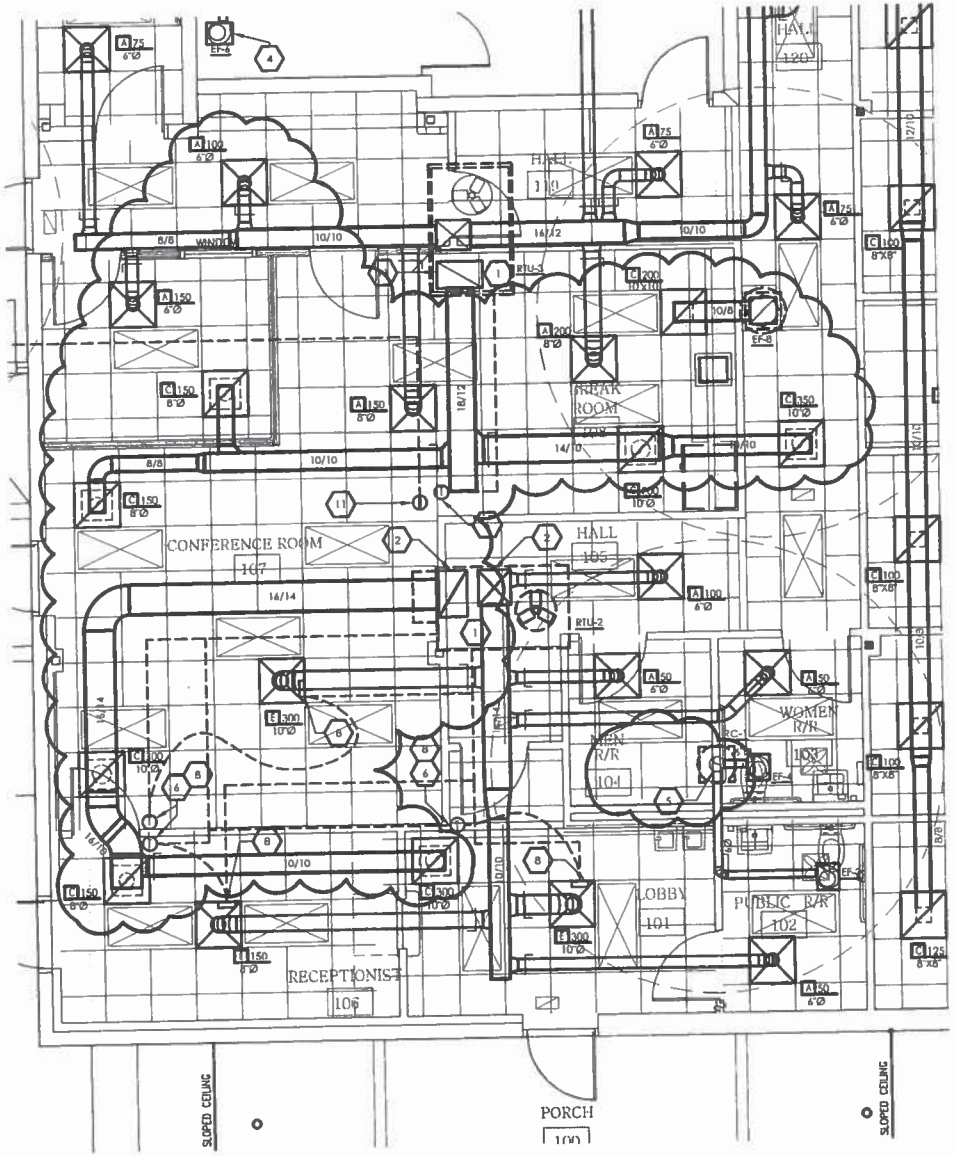
CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1

PART OF CHANGE ORDER NO.1

Alcocer Garcia Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

AGA

DATE: 04.10.13



NORTH

MECHANICAL FLOOR PLAN

SCALE: 1/8" = 1'-0"

REVISION
04/05/13

TRINITY
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Texas Registered Engineering Firm - F10382
Project number112.01

STATE OF TEXAS
LEONARDO MUNOZ
97437
LICENSED
PROFESSIONAL ENGINEER

AGA, inc.
Alcocer Garcia Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008
Web: WWW.ACADC.COM

CONSTABLE'S OFFICE BUILDING
HIDALGO COUNTY PRECINCT No. 1

1900 JOE STEPHENS
WESLACO, TEXAS

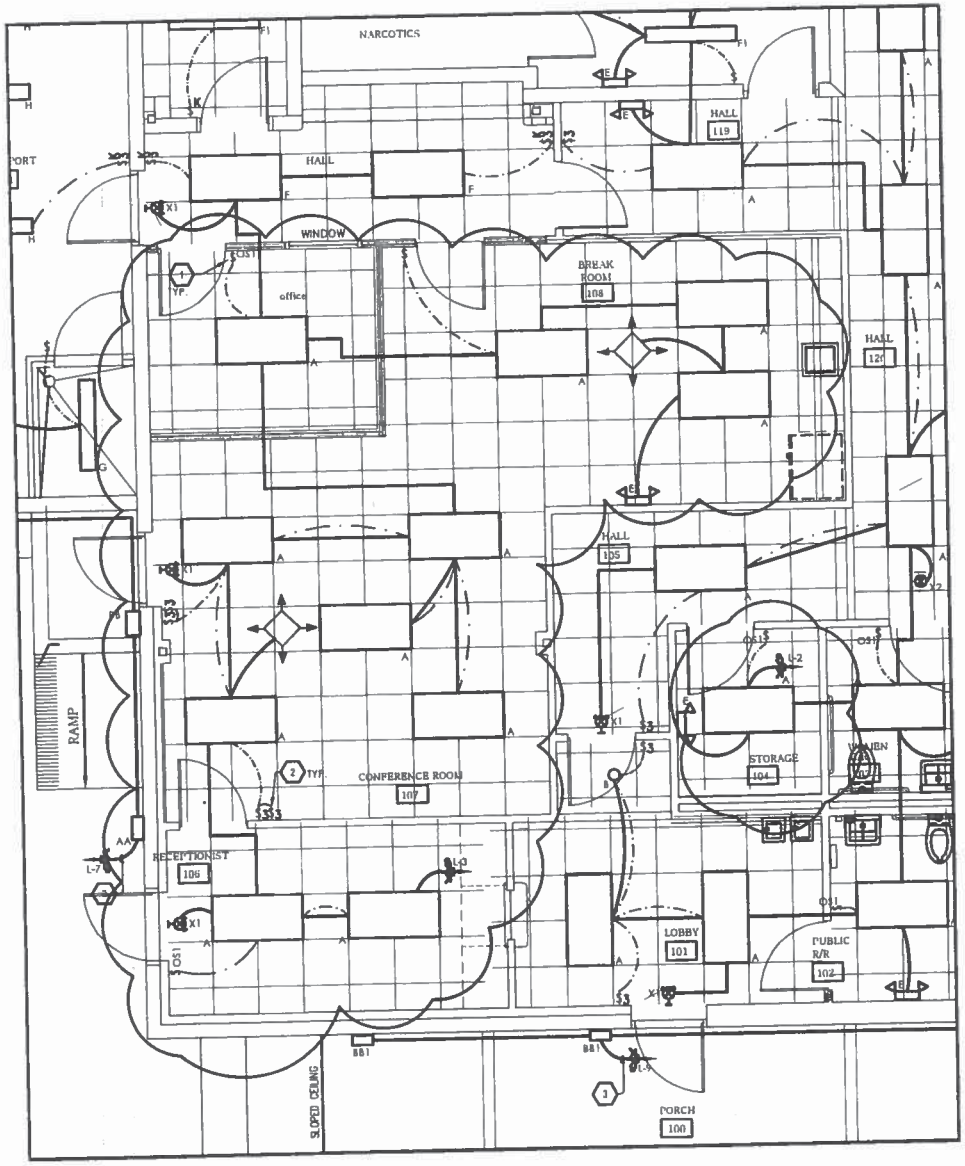
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ARCHITECT:
GEORGE A. GARCIA

DATE: 08-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

M1.1



NORTH

ELECTRICAL LIGHTING PLAN

SCALE: 1/8" = 1'-0"

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REVISION
04/5/13

STATE OF TEXAS
LEONARDO MUNOZ
97437
LICENSED
PROFESSIONAL ENGINEER

AGA, inc.

Alcócer García Associates, inc.
1333 E. Jasmine Ave
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008
Web: WWW.AGAOC.COM

CONSTABLE'S OFFICE BUILDING
HIDALGO COUNTY PRECINCT No. 1

1900 JOE STEPHENS
WESLACO, TEXAS

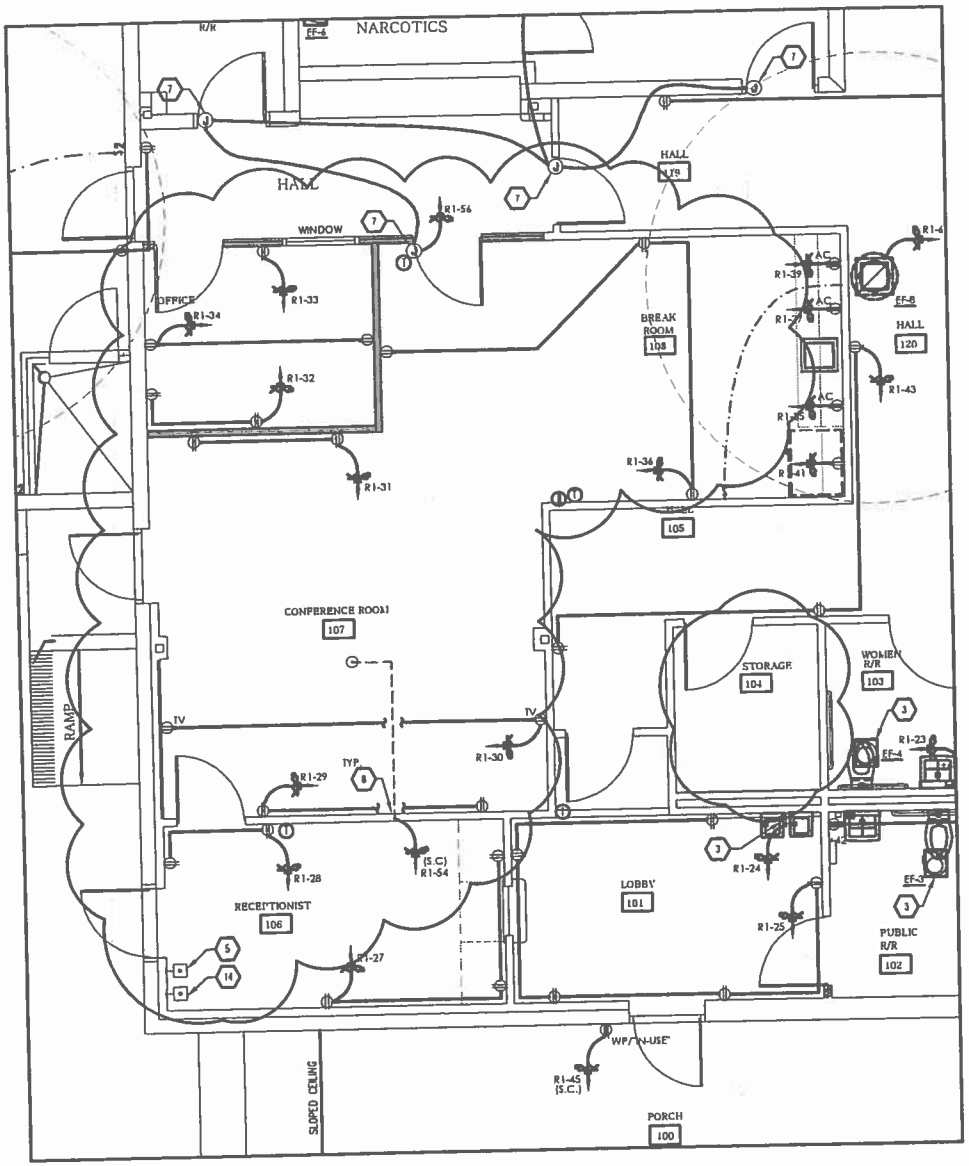
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ARCHITECT:
GEORGE A. GARCIA

DATE: 08-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

E1.1



NORTH

ELECTRICAL POWER PLAN

SCALE: 1/8" = 1'-0"

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Texas Registered Engineering Firm - F10362
Project number:112.01

REVISION
04/5/13

STATE OF TEXAS
LEONARDO MUNOZ
97437
LICENSED
PROFESSIONAL ENGINEER

AGA, inc.
Alcocer Garcia Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008
Web: WWW.AGAEC.COM

CONSTABLE'S OFFICE BUILDING
HIDALGO COUNTY PRECINCT No. 1

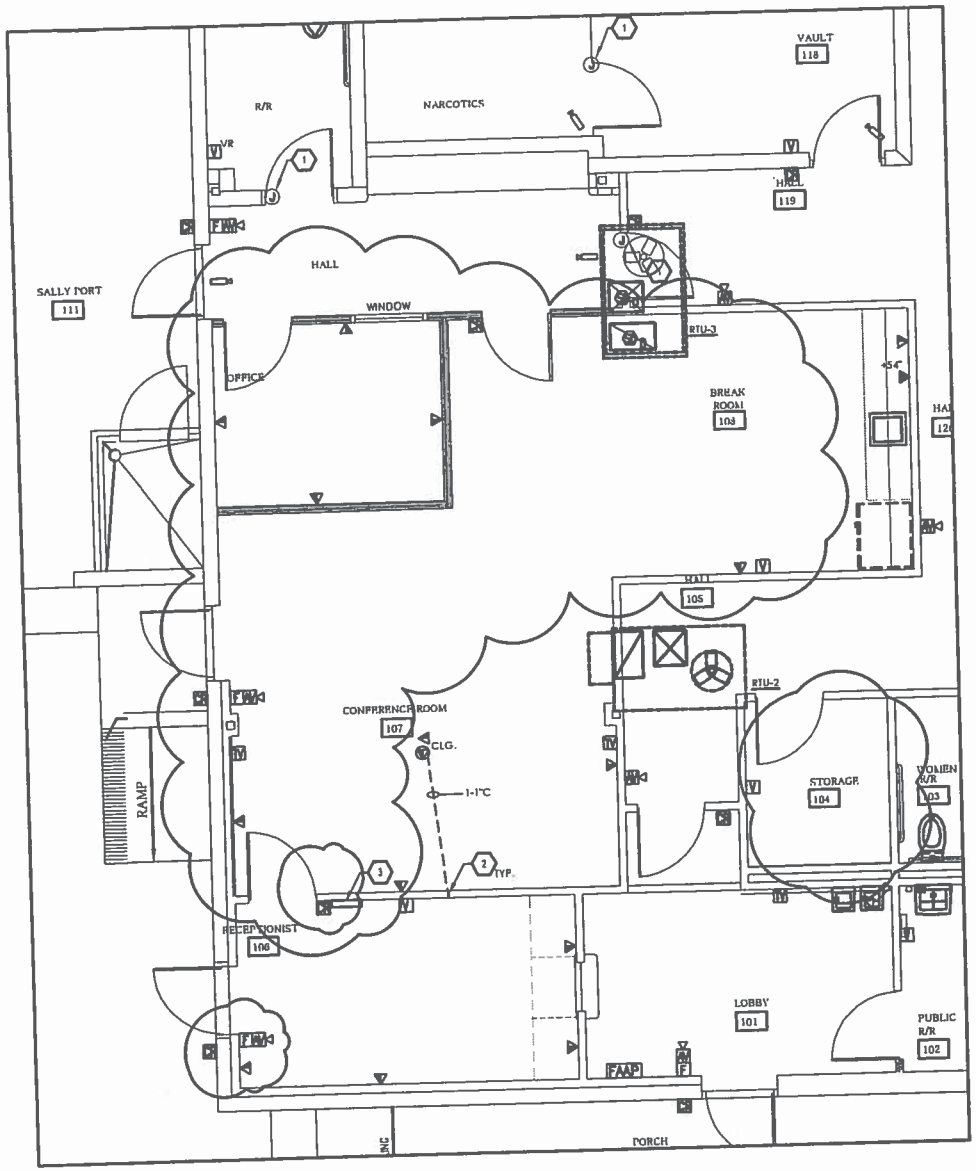
1900 JOE STEPHENS
WESLACO, TEXAS

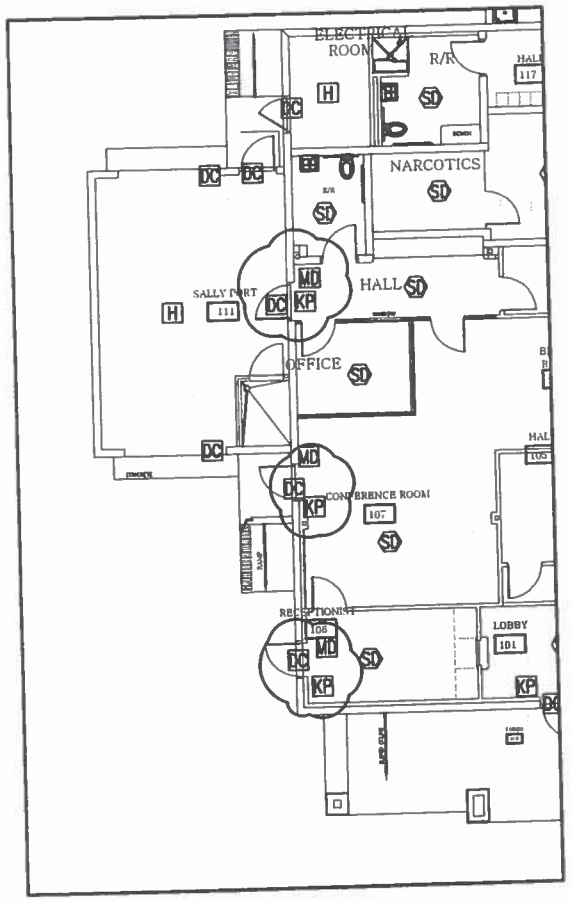
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ARCHITECT:
GEORGE A. GARCIA
DATE: 08-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

E2.1





NORTH

ELECTRICAL SPECIAL SYSTEM

SCALE: 1/8" = 1'-0"

REVISION
04/5/13

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Texas Registered Engineering Firm - F10362
Project number:112.01

STATE OF TEXAS
LEONARDO MUNOZ
97437
LICENSED
PROFESSIONAL ENGINEER

AGA, inc.
Alcócer García Associates, inc.
1333 E Jasmine Ave.
McAllen, Texas 78501
Office 956.618.2007
Fax 956.618.2008
Web: WWW.AGAOC.COM

CONSTABLE'S OFFICE BUILDING
HIDALGO COUNTY PRECINCT No. 1

1900 JOE STEPHENS
WESLACO, TEXAS

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ARCHITECT:
GEORGE A. GARCIA
DATE: 08-24-11

PROJECT # 112.01
ISSUED: 12/5/2012
DRAWN BY: TRINITY CAD
CHECKED BY: LM
FILE NAME:
SHEET:

E3.1

AIA® Document G701™ – 2001

Change Order

PROJECT: *(Name and address)* Pct 1 Constable Building Weslaco, Texas	**CHANGE ORDER NUMBER:** 002 **DATE:** April 17, 2013 **ARCHITECT'S PROJECT NUMBER:**	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐
TO CONTRACTOR: *(Name and address)* Hochemont, LTD 900 N Main Street McAllen, Texas 78501	**CONTRACT DATE:** July 24, 2012 **CONTRACT FOR:** General Construction	

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

See attached Summary of Change Order No. 2

The original (Contract Sum) was	$	724,000.00
The net change by previously authorized Change Orders	$	47,697.86
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$	771,697.86
The (Contract Sum) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$	00.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	$	771,697.86

The Contract Time will be (increased) (decreased) (unchanged) by (0) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is Un-Changed

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Alcocer Garcia Associates, Inc **ARCHITECT** *(Firm name)*	Holchemont, LTD **CONTRACTOR** *(Firm name)*	County of Hidalgo, Texas **OWNER** *(Firm name)*
1333 E Jasmine McAllen, Texas 78501 **ADDRESS**	900 N Main Street McAllen, Texas 78501 **ADDRESS**	2802 S Business Hwy 281 Edinburg, Texas 78539 **ADDRESS**
George A Garcia **BY** *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
George A. Garcia *(Typed name)*	Michael Montalvo *(Typed name)*	Ramon Garcia, County Judge *(Typed name)*
4-18-13 **DATE**	18 APR 13 **DATE**	**DATE**

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SUMMARY OF CHANGE ORDER NO.2

PROJECT : Hidalgo County Precinct 1 Constable's Office Building, Weslaco, Texas
CONTRACTOR: Holchemont, LTD

Provide labor, material and equipment for the following work items :

1. Reconfigure Restrooms 102,103,113, & 134 fixture locations per City/Accessibility requirements.....$ 1,391.78
2. Add steel bar restraining devices to bench in Hall 112 ..... 156.65
3. Remove electrical home-run conduits in slab to allow for partition changes. Re-route conduits above ceiling..... 437.68

Total cost..... $ 1,986.11

Attachments:

Item 1. Contractor's Cost Proposal
Drawings - Floor Plans

Item 2. Contractor's Cost Proposal
Drawing - detail

Item 3. Contractor's Cost Proposal

Present Allowances in Construction Contract:
Betterment Allowance.....$ 5,000.00
Water Line Extension Allowance..... 2,800.00
Total.....$ 7,800.00

This Change Order applies the following Allowance amount to the cost of above changes as follows:
Reduce Betterment Allowance by.....$ 1,986.11
Reduce Water Line Extension Allowance by.. -0-
Total Reduction in Allowances.... $ 1,986.11

Allowances Balances after this Change Order:
Betterment Allowance.....$ 3,313.89
Water Line Extension Allowance..... 2,800.00
Total..... $ 6,113.89

REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS
4-17-13

Lic. Expiration
date: 8-31-13

ALCOCER GARCIA ASSOCIATES, INC. McALLEN, TX

SUMMARY OF CHANGE ORDER NO.2

PROJECT : Hidalgo County Precinct 1 Constable's Office Building, Weslaco, Texas
CONTRACTOR: Holchemont, LTD

Provide labor, material and equipment for the following work items :

1. Reconfigure Restrooms 102,103,113, & 134 fixture locations per City/Accessibility requirements.....$ 1,391.78
2. Add steel bar restraining devices to bench in Hall 112 ..... 156.65
3. Remove electrical home-run conduits in slab to allow for partition changes. Re-route conduits above ceiling..... 437.68

Total cost..... $ 1,986.11

Attachments:

Item 1. Contractor's Cost Proposal
Drawings - Floor Plans

Item 2. Contractor's Cost Proposal
Drawing - detail

Item 3. Contractor's Cost Proposal

Present Allowances in Construction Contract:
Betterment Allowance.....$ 5,000.00
Water Line Extension Allowance..... 2,800.00
Total.....$ 7,800.00

This Change Order applies the following Allowance amount to the cost of above changes as follows:
Reduce Betterment Allowance by.....$ 1,986.11
Reduce Water Line Extension Allowance by..... -0-
Total Reduction in Allowances.... $ 1,986.11

Allowances Balances after this Change Order:
Betterment Allowance.....$ 3,313.89
Water Line Extension Allowance..... 2,800.00
Total..... $ 6,113.89

ALCOCER GARCIA ASSOCIATES, INC.
McAllen, TX

Lic. Expiration
date: 8-31-13

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 2
Date: 12/3/12
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 002

We are pleased to offer the following specifications and pricing to make the following changes:

Plan sheet "Revisions to Plumbing Fixture Locations" November 16, 2012

REVISED 10APR13

RM 116
New chase $770.00
Tile $25.00
Wood Blocking $50.00

RM 113
New Gyp. chase $125.00
T&F, Blockfill $100.00
Wood Blocking $35.00

RM 104 &103
No additonal Cost $0.00

RM 102
Plumbing $50.00

RM 134
No additonal Cost $0.00

P & PB $28.88

General Conditions $34.65

OH & P $173.25

REVISED 10APR13

The total amount to provide this work is $1,391.78

Please note that Holchemont, Ltd. will require an extra 4 days.

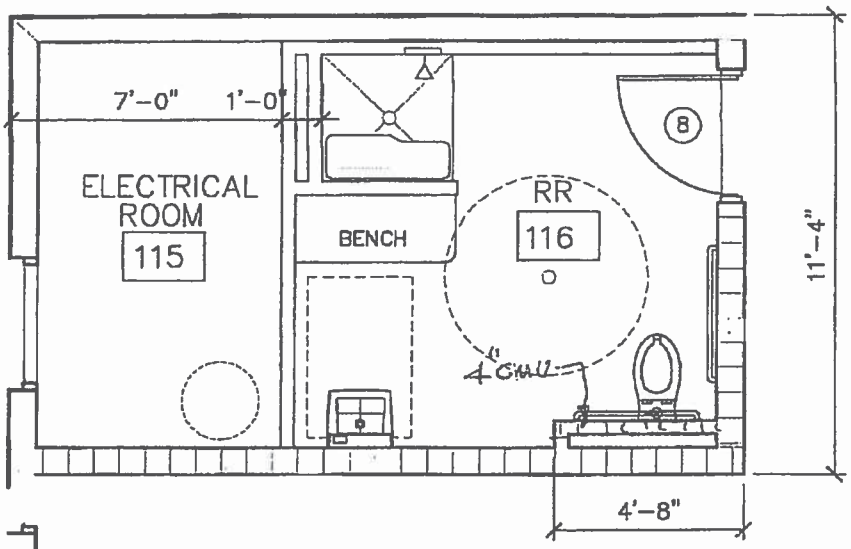
Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

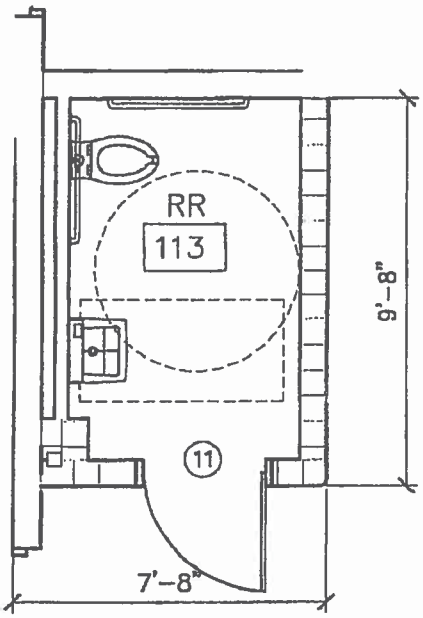
Approved by: _____
Date: _____

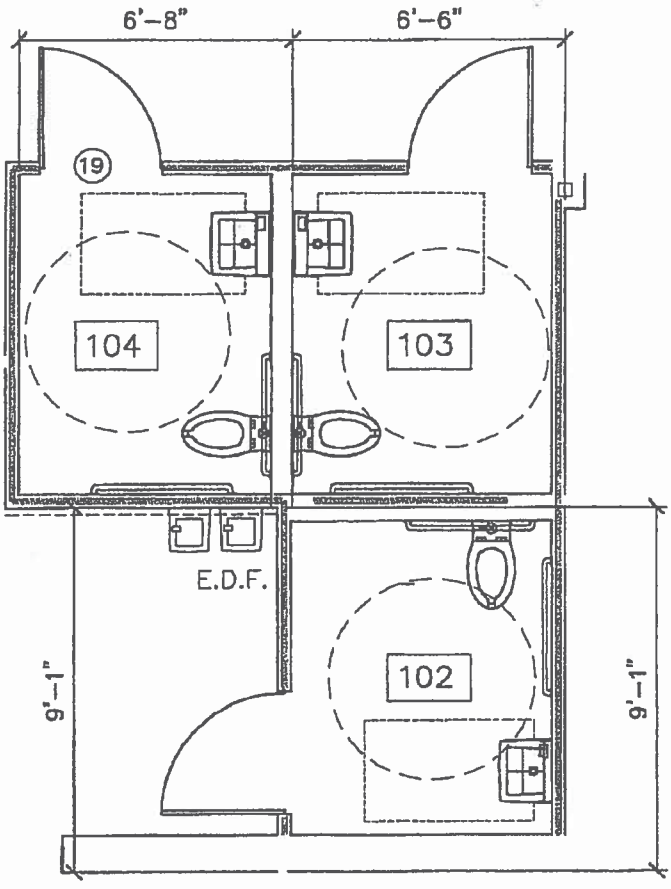
Cc: Rene Salinas (GAS Enterprises Inc)

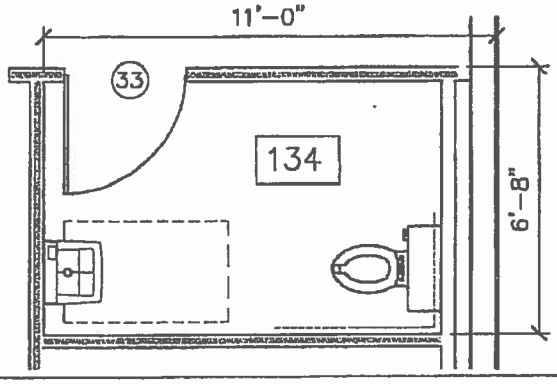


REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS

11-26-12
LIC. EXPIRATION DATE 8-31-13







CONSTABLES OFFICE BUILDING
HIDALGO COUNTY PCT 1

REVISIONS TO PLUMBING FIXTURE LOCATIONS

Alcócer García Associates, Inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008

AGA

NOVEMBER 16, 2012

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: George Garcia
Alcocer Garcia Associates
1333 East Jasmine Avenue
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 6
Date: 1/25/13
Job: 1207-PCT-19 Hid Co Pct 1 Constable Office
Phone:

Description: RFP 006 CMU Bench - Rod Steel Bar set in CMU

We are pleased to offer the following specifications and pricing to make the following changes:

1. Add 3/8" smooth Round Steel Rod (3 pcs.) to bench as restraint anchor.

$156.65

The total amount to provide this work is $156.65

Please note that Holchemont, Ltd. will require an extra 1 day.

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

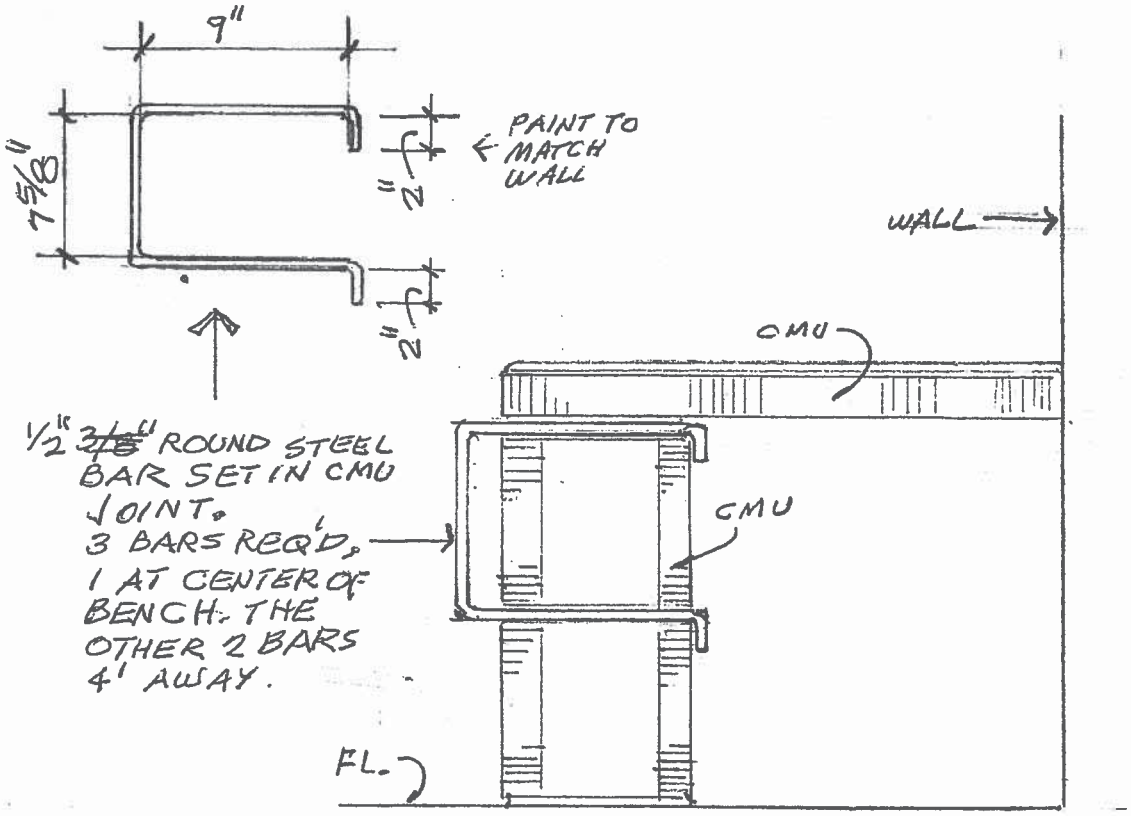
Approved by: _____
Date: _____

Cc:

ALCOCER GARCIA ASSOCIATES , INC.
1333 E. Jasmine Ave. McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

Project: Precinct 1 Constable's Building

Part of Request for Proposal No. 6 Restraining Bars



SECTION THRU BENCH

1½" = 1'-0"

C-12-028-07-24

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 24th day of July in the year 2012
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
1615 South Closner, Suite J
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

Holchemont, LTD.
900 North Main Street
McAllen, Texas 78501

for the following Project:
(Paragraphs deleted)
Construction Of A New Constable Precinct No. 1 Offices to consist of 4245Sq. Ft. located at Joe Stevens Blvd., Weslaco, Texas

The Architect:
(Name, legal status, address and other information)
Alcocer-Garcia Associates, Inc.
1333 E. Jasmine Avenue
McAllen, Texas 78501

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes: (1901279586)

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (275) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred and Twenty Four Thousand ($724,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Betterment Allowance	
Contingency/Betterment Allowance	$5,000.00
Addendum No.1-Waterline Extensions Allowance	$2,800.00
TOTAL AMOUNT	$7,800.00

4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

Init.

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User Notes: (1901279586)

This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*

By: Ramon Garcia, County Judge
(Printed name and title)

CONTRACTOR *(Signature)* 8/2/12

By: Michael Che Montalvo Manager
(Printed name and title)

APPROVED AS TO FORM:
Ahlers Holt & Rodriguez LLP
By:
(Signature)

By: Stephen L. Crain
(Printed name and title)

ATTEST:

(Signature)

By: Arturo Guajardo Jr., County Clerk
(Printed name and title)

Approved by Commissioners' Court
on 7/24/12 RO

Init.
/

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User Notes: (1901279586)

AI-38412 **Purchasing Department 21. B. 2.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Gabriel Navarro,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Pursuant to Texas Local Government Code, 263.151, discussion and approval to declare as "surplus" as show in exhibit "A" including establishing a total fair market value in the amount of $722,998.36.

b. Discussion, consideration and approval of an order of the County of Hidalgo authorizing the sale of certain personal property to the Hidalgo County Drainage District Number One.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

the result should be revenue.

Attachments

Exhibit "A"

Local Code

County Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:18 AM
Manuel Chapa	Manuel Chapa	04/26/2013 08:59 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Gabriel Navarro Started On: 04/24/2013 04:42 PM

Final Approval Date: 04/26/2013

HIDALGO COUNTY PURCHASING DEPARTMENT FIXED ASSET DIVISION
PCT. 1 DRAINAGE EQUIPMENT FAIR MARKET VALUE

Machinery Equipment	Co. Asset Tag #	County Book Value
2009 FORD F250 SD	48763	18,762.80
2009 FORD F250 SD	48765	18,762.80
2009 FORD F150 SC	48767	16,959.60
2009 CAT. 420E BACKHOE	48918	57,540.00
2009 CAT. 324DL EXCAVATOR	48942	158,690.00
2009 CAT. 330DL EXCAVATOR	48943	206,090.50
2009 D6N XL BULLDOZER	48944	155,398.60
2009 FORD F250 XLT	50221	19,042.80
GODWIN DCP300 PUMPSET W/ TANK	48456	35,875.63
GODWIN DCP300 PUMPSET W/ TANK	48457	35,875.63
Total:		***$722,998.36***

Comparing the values between each company, we can safely set the fair market
for the aforementioned items at $ 722,998.36. This dollar amount reflects what is the current book value.

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

ORDER NO. _____

AN ORDER OF THE COUNTY OF HIDALGO MAKING CERTAIN FINDINGS WITH RESPECT TO DESIGNATED PERSONAL PROPERTY AND AUTHORIZING THE SALE OF THE PERSONAL PROPERTY TO HIDALGO COUNTY DRAINAGE DISTRICT NO. AND APPROVING OTHER MATTERS INCIDENT THERETO.

ARTICLE I

FINDINGS AND DETERMINATIONS

1.1. Findings and Determinations. It is hereby officially found and determined as follows:

(a) The County of Hidalgo (the "County") and Hidalgo County Drainage District No. One (the "District") have previously entered various inter-local agreements for the purpose of undertaking joint improvement to and maintenance of the County's storm drainage facilities.

(b) The County desires to sell certain equipment and machinery which is listed in Exhibit "A" attached hereto to the District for its use in further improving and maintaining the County's storm drainage facilities in the District.

(c) The County declares the machinery and equipment attached hereto (the "Equipment") as surplus property under the provisions of Texas Government Code §263.152

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

2.1. Definitions. As used herein, the following terms shall have the meanings specified unless the context clearly indicates otherwise:

Acceptance Certificate. A Certificate of the District, in substantially the form set forth in Exhibit "B" hereto, by which the District accepts delivery of the Equipment sold by the County and authorizes the payment of the purchase price for payment of the purchase of said Equipment.

Acceptance Date. Unless otherwise agreed to by the prior written consent of the District, the date on which the Acceptance Certificate is executed and delivered by the District to the County in connection with this Agreement.

ARTICLE III

PURCHASE PRICE; CONDITIONS & WARRANTIES

3.1 The County and the District agree, warrant and or certify as follows with respect to the Equipment:

(i) County has procured the Equipment in accordance with a competitive procurement procedure as required by state law. .

(ii) Upon delivery of the purchase price for the Equipment, the District shall accept the Equipment by delivery to the County of an Acceptance Certificate in the form of Exhibit "B", whereupon the item of Equipment shall immediately become property of the District;

ARTICLE IV

3.2. Amount, Purpose and Authorization. The purchase price for the Equipment is the amount of Seven Hundred Seventy Two Thousand Nine Hundred Ninety Eight and 36/100 DOLLARS ($772,998.36) payable upon delivery. The Equipment is described in Exhibit A hereto.

3.3. Execution of Agreement; Seal. This Order shall also serve as the Agreement for the Sale and Purchase of the Property and shall be signed on behalf of the County by the County Judge and countersigned by the County Clerk and the official seal of the County shall be impressed or placed in facsimile thereon.

3. 4. Purchase Rights. The District shall be entitled to full title and all ownership interests in the Equipment.

3.5 Consummation of Purchase. At closing or delivery, the County shall deliver to

District such deeds, titles, termination statements, bills of sale and other documents and instruments as District shall reasonably require to evidence the transfer of all right, title and interest of the County in such Equipment to District free and clear of all liens and encumbrances created by or arising, directly or indirectly, through the County.

ARTICLE IV

RESPONSIBILITIES OF DRAINAGE DISTRICT; COVENANTS

4.1. Use of Equipment. The District shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, including the tax exempt Treasury Regulations and will not dispose of the Equipment without issuance of an opinion by the District's bond counsel to the effect that the disposition will not affect the District's or the County's designation of its debt obligations a tax-exempt.

4.2. Warranties. Except for representations, warranties and service contracts relating to the Equipment made or entered into by the manufacturers or suppliers of the Equipment, all of which are hereby assigned to the District, the County has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Equipment described in Schedule for any particular purpose or the conformity of the Equipment to specifications or purchase order, its design, delivery, installation or operation. All claims or actions on any warranty so assigned to the County shall be made or prosecuted by the District, at is sole expense.

4.3. Inspection, Acceptance and Written Notice of Defects. Immediately, or as soon as practicable to provide time for testing, upon receipt and installation of the Equipment, the District shall inspect the Equipment. Unless the District gives the County written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate, it shall be conclusively presumed, as between the County and the District, that the District has fully inspected and acknowledged that the Equipment is in good condition and repair, has been properly installed and is performing satisfactorily, and that the District is satisfied with and has accepted the Equipment in such good condition and repair.

ARTICLE V

MISCELLANEOUS

5.1. Further Proceedings. The County Judge and other appropriate officials of the County are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Agreement.

5.2. Severability. If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement.

5.3. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the official meeting place of the Drainage District for the time required by law preceding this meeting, as required by the Texas Open Meetings Law, Chapter 551, Texas Government Code, as amended, and that this meeting was open to the public as required by law at all times during which this Order and the subject matter thereof were discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

5.4. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED ON _____.

HIDALGO COUNTY DRAINAGE
DISTRICT NO. ONE

_____
County Judge

ATTEST:

_____
County Clerk

(SEAL)

Accepted:

Date: _____

Hidalgo County Drainage Distict No.

By: _____

Exhibit A
Property Description

Exhibit “B”

CERTIFICATE OF ACCEPTANCE

SALE-PURCHASE AGREEMENT (THE "AGREEMENT") BY AND BETWEEN

Hidalgo County Drainage District No. One
and
The County of Hidalgo, Texas
Date _____

1. ACCEPTANCE: In accordance with the Agreement, the Drainage District hereby certifies that all of the Equipment described herein (i) has been received by the Drainage District, (ii) has been thoroughly examined and inspected to the complete satisfaction of the Drainage District, and in conformity with the published specifications included in the competitive procurement process; (iii) has been found by the Drainage District to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by County, (v) has been found to be and is wholly suitable for the District's purposes, (vi) has been scheduled under the Drainage District's casualty insurance policy, and (vii) is hereby unconditionally accepted by the Drainage District, in the condition received, for all purposes of this Agreement.

2. EQUIPMENT (may incorporate one or more documents)

VENDOR	DESCRIPTION	P.O. #	SERIAL #	PRICE	
	Total				
	Total				
	Total				
		Total			

For Drainage District: **By: _____**

ACCEPTED on this the ___ day of _____, 2013.

ATTACHMENT "C"

AI-38388 **Purchasing Department 21. B. 3.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice #	Vendor	Amount	Account#
4/1/13	22048655	ASG Security	$26.65	3-1100-452-00-121-013-0-413
Total			$26.65	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-452-00-121-013-0-413

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

BUDGETARY IMPACT:

Available balance as of 4-26-13 $250.50

Attachments

Inv# 22048655

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:10 AM
Budget & Management	Angela Garcia	04/25/2013 01:25 PM
Manuel Chapa	Manuel Chapa	04/26/2013 09:22 AM
Auditor's Office	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Katia Garcia Started On: 04/24/2013 09:59 AM

Final Approval Date: 04/26/2013

ASG SECURITY

12301 Kiln Ct. Ste A
Beltsville, MD 20705
877-227-3274

Return Service Requested

INVOICE

Account Number:	4716452
Invoice Number:	22048655
Invoice Date:	04/01/2013
Due Date:	**05/01/2013**
Amount Due:	133.25
Amount Enclosed:	$ _____

☐ **Please check here if you have provided updated address or payment information on the reverse side.**

Please write your account number on your check. Use the enclosed envelope and make checks payable to:

394400B367 PRESORT 8367 1 AT 0.384 P1C33 <B>

DELTA LAKE OFFICE
HIDALGO COUNTY PRECINCT #1
28312 FM 88
EDCOUCH TX 78538-2607

ASG Security
PO Box 650837
Dallas, TX 75265-0837

00000000000 00000004716452O 0022048655 000000000013325 2

To ensure proper credit, please return this portion with your payment.

ASG SECURITY

314 Ash Avenue
McAllen, TX 78501

Mailing Address: Hidalgo County Precinct #1
28312 Fm 88
Edcouch, TX 78538

Account Information

Account Number:	4716452
Invoice Number:	22048655
Invoice Date:	04/01/2013

Summary Of Charges

Previous account balance as of 04/01/13 106.60

Description	Qty	Unit Price	Amount
Remember to test your system monthly.			
Hidalgo County Precinct #1 28312 Fm 88			
Security Monitoring 05/01/13 - 05/31/13			26.65
Current Charges			26.65
Payments Applied			*$0.00*
Total Amount Due			133.25

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
$26.65	$26.65	$26.65	$53.30

Important Messages



With **ASG Video** view live or recorded video on any mobile device with secure off-site storage of recorded video.
Enjoy superior image quality with new IP camera technology.
No DVR is ever required.

Let us convert your existing DVR system for NO INSTALLATION CHARGE.

Contact us at 866.705.4274 or sales@asgsecurity.com

INVOICE RECEIVED
_____ ON _____
GOODS/SERVICES RECEIVED
Thelma I. Cortez ON 5-1-13 to 5-31-13
Monthly Service

CT51LNDH

AI-38245 **Purchasing Department 21. C. 1.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Comm. H. Palacios, Pct. #2 **Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of Supplemental Agreement No.2 for R. Gutierrez Engineering Corporation contract #C-11-310-01-24 resulting in an estimated cost increase of $5,000.00 for services under Work Authorization No.5 for Minnesota Drain Project.

BACKGROUND

Supplemental Agreement No.1 to Work Authorization No.5 Approved AI-35630 12/18/12 R, Work Authorization No.5 Approved AI-33509 08/07/12.

Fiscal Impact

FISCAL YEAR: 3 **ACCT. #:** 3-1342-431-00-122-058-0-733

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

BUDGETARY IMPACT:

P.O.679326 Please see request P.O. Increase (attached)

Attachments

Supplemental Agreement No.2 to Work Authorization No.5 C-11-310-01-24

P.O. Increase No.679326

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/24/2013 05:17 PM
Budget & Management	Angela Garcia	04/25/2013 08:18 AM
Olga Garza	Olga Garza	04/25/2013 03:50 PM
Auditor's Office	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Marcie Jackson Started On: 04/15/2013 03:56 PM

Final Approval Date: 04/26/2013

R. Gutierrez Engineering Corporation
Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

April 2, 2013

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Supplemental Agreement No. 2 – Minnesota Drain Construction Management & Staking
Project No. ENG11.105

Dear Commissioner Palacios:

We are continuing to provide the construction management and staking services for the portion of the Minnesota Drain project being constructed by County forces. As it turns out, the work involved in managing construction of the project is more than had been anticipated. Additional funds are needed to complete the remainder of the project. I am submitting a proposed Supplemental Agreement No. 2 to increase the fee payable by $5,000.00 under Work Authorization No. 5. This increase brings the total fee payable under this work authorization to an amount not to exceed $20,000.00 and should cover the remaining construction management services needed on this project.

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 2 to Work Authorization No. 5 of the 2011 Road & Bridge Contract. If this Supplemental Agreement No. 2 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E. Park Ave – Pharr, Texas 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – Email: rgutierrez@rgec.net

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION NO. 5
Contract No. C-11-310-01-24

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 5 to Contract No. C-11-310-01-24, on the 8th day of August 2012, to provide general construction management services and construction staking services for the construction of the Minnesota Drain project, and a portion of this project is being constructed by County forces;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 1 to Work Authorization No. 5, on the 18th day of December 2012, to amend the estimated cost for services under this work authorization;

WHEREAS, in Supplemental Agreement No. 1, the estimated cost for services under the Work Authorization is not to exceed $15,000.00, and it has now become necessary to further revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 5 as follows:

1. The estimated cost for services under this Work Authorization is not to exceed $20,000.00.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 5, for Professional Engineering Services to be executed as of the 30th day of April 2013.

HIDALGO COUNTY PRECINCT NO. 2

BY: _____
Hector "Tito" Palacios, Commissioner

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.2
Contact Name: Marcie Jackson
Telephone No.: (956)787-1891

Purchase Order No.:679326
Increase No. 2 for this Purchase Order
Procurement Method:
❑ Contract # C-11-310-01-24
❑ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
❑ Quotes over $1,000.00 (verbal quotes)
❑ Quotes over $5,000.00
(attach written quotes)

Vendor No.: 234443
Vendor Name: R. GUTIERREZ ENGINEERING CORPORATION
Address: 130 E. PARK
PHARR, TEXAS 78577

Increase Purchase Order for the following items:

Quantity	NIGP#	Description	Unit Price	Amount
		Amount of Original Purchase Order		**$10,000.00**
1	92536	ENGINEER TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES AND CONSTRUCTION STAKING SERVICES FOR THE CONSTRUCTION OF MINNESOTA DRAIN PROJECT.		$10,000.00
1	92536	03/11/13 CONSTRUCTION MANAGEMENT & STAKING SERVICES SUPPLEMENTAL AGREEMENT NO. 1 APPROVED CC 12/18/12 B#002667 ERC		$5,000.00
1	92536	***AMOUNT OF INCREASE REQUEST-***	$5,000.00	**$5,000.00**
		TOTAL AMOUNT		**$20,000.00**

Account Number: 3-1342-431-00-122-058-0-733

Reason: Increase is needed to fund completion of project.

Authorization: _____ 4/17/2013
Department Head — Date

Reviewed By: _____
Purchasing Department — Date

Approved By _____
Purchasing Agent — Date

Approved By: _____
County Auditor — Date

AI-38263 **Purchasing Department 21. D. 1.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise option to **"terminate"** agreement with **Matias Pena, Jr.** d/b/a **PENA FARMS,** by issuing the contractual stated thirty (30) day written notice under lease agreement# E-12-241-09-11 (C-11-224-09-27) for the purposes of **"Lease of Farm Land** within **Hidalgo County Precinct No. 4 (approximately 300 AC)**".

BACKGROUND

Request by Precinct 4
Lease Agreement-Matias Pena Jr d/b/a Pena Farms

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-362-10-000-000-0-000

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

BUDGETARY IMPACT:

Reference:
This project is generating Revenues; Lease amount $10,535.00

Attachments

email frm Pct 4-terminate lease

Lease-Pena Farms

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:08 AM
Budget & Management	Angela Garcia	04/25/2013 01:21 PM
Manuel Chapa	Manuel Chapa	04/26/2013 11:20 AM
Auditor's Office	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Letty Saenz Started On: 04/16/2013 03:59 PM

Final Approval Date: 04/26/2013

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Re: Lease of Land-301.06 Acres within Pct 4 for Farming Purposes

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Tue, Apr 16, 2013 02:29 PM

Subject : Re: Lease of Land-301.06 Acres within Pct 4 for Farming Purposes

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Veronica Lopez <veronica.lopez@co.hidalgo.tx.us>, Marcos Lopez <marcos.lopez@co.hidalgo.tx.us>, gloria.beltran <gloria.beltran@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, chris.trevino Trevino <chris.trevino@co.hidalgo.tx.us>

Good Afternoon Letty,

In response to your concern, the County and the City of Edinburg will be closing on the said property in the very near future. Please commence the 30 day notice as per the contract to terminate the agreement. Also, please verify that the process is in accordance with the agreement. Thank you for all your help, have a great day!

Sincerely,
Maria (Lulu) Lucio
Program Manager
Hidalgo County Precinct #4
Ph:956-292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Veronica Lopez" <veronica.lopez@co.hidalgo.tx.us>
Cc: "Marcos Lopez" <marcos.lopez@co.hidalgo.tx.us>, "gloria.beltran" <gloria.beltran@co.hidalgo.tx.us>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, April 16, 2013 2:07:38 PM
Subject: Fwd: Lease of Land-301.06 Acres within Pct 4 for Farming Purposes

Ms. Vero-

Per our conversation, can you please follow up with Marcos and Gloria regarding the referenced Lease Agreement with Matias Pena Farms which is due to **expire** on **09/26/13** with no extensions/renewals left.

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

August 28, 2012

E-12-241-09-11

Matias Pena, Jr., Owner
Matias Pena, Jr. d/b/a PENA FARM
13303 North Hwy. 281
Edinburg, Texas 78542

via hand delivered

Re: ***Extension to Contract No. C-11-224-09-27 - "Lease of Farm Land within Hidalgo County Precinct No. 4 (approximately 300 AC)"***

Dear Mr. Pena:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the additional **ONE (1) YEAR** period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us so, as, to meet the agenda request form deadlines.

By: _____ Date: Aug 28- 2012
Matias Pena, Jr., Owner

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: File

8/23/2011 02 6588011 FMDCFL GCN

10/07/2013

INSURED COPY

GERMANIA FARM MUTUAL INSURANCE ASSOCIATION (SECTION A)
INSURANCE COMPANY (SECTION B)
P.O. BOX 645 BRENHAM, TX 77834-0645

Germania INSURANCE

DECLARATIONS PAGE

AGENT: 142 PH: 956-689-0105
HARDING INSURANCE AGENCY
PO BOX 102
RAYMONDVILLE TX 78580-0102

INSURED: 000048555285 PH: 956-383-2975
MATIAS PENA
13303 N HWY 281
EDINBURG TX 78541-6459

MATIAS PENA
13303 N HWY 281
EDINBURG TX 78541-6459

POLICY NUMBERS
A 7 600 6588011
B 1 120 1283330

POLICY PERIOD
10/07/2011 to 10/07/2012
(12:01 AM Standard Time at the location of the residence premises)

NOTE: THIS DECLARATIONS PAGE REFERENCES TWO SEPARATE AND DISTINCT INSURANCE POLICIES. IF YOU HAVE ANY QUESTIONS REGARDING YOUR COVERAGES, PLEASE CALL EITHER YOUR AGENT AT THE NUMBER ABOVE OR GERMANIA INSURANCE AT 1-800-392-2202.

THE TOTAL PREMIUM IS	$ 3,015.00
SECTION A PREMIUM	$ 2,614.00
SECTION B PREMIUM	$ 401.00

SECTION A - GERMANIA FARM MUTUAL INSURANCE ASSOCIATION - BASIC DWELLING POLICY

OCCUPANCY	BRIEF DESCRIPTION	DEDUCTIBLE	ENDORSEMENT	LIMIT OF LIABILITY	PREMIUM
COVERAGE A (DWELLING)					
Owner	Year Of Construction 1989,Brick Dwelling 2.0 Story, 4000 LA STEEL		148 RD LE AC 603	$417,000	$1,280.00
	Other Structures Total Liability Limit			$41,700	
Owner	DEDUCTIBLE CLAUSE 1	$4,170			
Owner	DEDUCTIBLE CLAUSE 2	$4,170			
COVERAGE B (UNSCHEDULED PERSONAL PROPERTY)					
Owner	Unscheduled Personal Property -Standard		365 LE AC RD 603	$251,000	$886.00
Owner	DEDUCTIBLE CLAUSE 1	$4,170			
Owner	DEDUCTIBLE CLAUSE 2	$4,170			
COVERAGE C (SCHEDULED PERSONAL PROPERTY)					
	Farm Machinery CORNHEAD	$250	601 603	$40,600	$147.00
	Farm Machinery CORNHEAD	$250	500 601 603	$42,200	$153.00
	Farm Machinery 2008 IH CASE 1200 PLANTERS CBJ036523	$250	500 601 603	$30,000	$109.00

SEE CONTINUATION FOR ADDITIONAL DATA

SECTION B - GERMANIA INSURANCE COMPANY - FARM LIABILITY POLICY

The location of the residence premises is: 13303 N HWY 281 EDINBURG TX 78541-
(See reverse side for all other insured locations, if any)

ACRES 10

FORM OF BUSINESS:
☒ INDIVIDUAL ☐ JOINT VENTURE ☐ PARTNERSHIP ☐ ORGANIZATION (Other than Partnership or Joint Venture)

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. Insurance under this policy applies at the residence premises under the PARTS and for the COVERAGES where LIMITS OF LIABILITY AND PREMIUMS are stated.

Coverages and Limits of Insurance

	Per Occurrence Limit	General Aggregate Limit
Coverage H – Bodily Injury and Property Damage Liability	$ 1,000,000	
Coverage H – Special Fire Damage Limit	$ 50,000	
Coverage I – Personal and Advertising Injury Liability	$ 1,000,000	$ 1,000,000
Coverage J – Medical Payments Special Medical Payments Limit Any One Person $ 5,000		
Damage to Property of Others	$ 500	

CODE	ENDORSEMENT	DESCRIPTION	PREMIUM
01418		ADDITIONAL FARM PREMISES-OVER 10 MILES FROM PRINCIPAL	$ 41.00
01907		PRIMARY FARM-OVER 500 ACRES	$ 360.00
		TOTAL SECTION B PREMIUM	$ 401.00

Other Forms and Endorsements made a part of this policy at the time of issue: (Number and Edition)
FL 01 05 11 87, IL 02 75 06 95, IL 00 03 11 85, IL 01 68 09 92, IL 00 17 11 85
FLP180 FL0163(1) FL1070 FL1076 FP0182 1004 IL0985

OTHER COVERAGES, LIMITS, CONDITIONS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY.

SPECIAL MEETING - SEPTEMBER 11, 2012

BERED, that on this 11th day of September A.D., 2012, there was begun and held a SPECIAL MEETING of Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present,

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC CONSENT
COMMISSIONERS' COURT MEETING
September 11, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion byCOMMISSIONER, PCT. #3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. #4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve all items listed on the Consent Agenda.
Vote: 4 - 0 - Unanimously

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2012 Intradepartmental transfers:**

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

B. 2012 - Pct.2 R&B (1200)

C. 2012 – Pct#2 R&B (1200)

D. 2012 - Pct #3 Parks (1100)

E. 2012 - Pct #3 Sanitation (1100)

F. 2012 - Pct #3 Sanitation (1100)

G. 2012 - Pct. #4 Road Maint. (1200)

H. 2012 - County Clerk (1100)

I. 2012 - County Clerk Rec. Mgmt. (1237)

J. 2012 - County Clerk Rec. Mgmt. (1238)

K. 2012 - DBM Employee Benefits (2201)

L. 2012 - Probate Court (1243)

M. 2012 - Probate Court (1100)

N. 2012 - Constable Pct. #1 (1100)

O. 2012 - Human Resources (1100)

A. Master Court I:
Requesting approval to pay the 2011 Court Interpreters license renewal in the amount of $100.00 to the Texas Dept. of Licensing & Regulation for Juan M. Garza, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

B. Requesting approval to pay the 2012 County & District Clerks' Association of Texas (CDCAT) Membership Dues in the amount of $110.00 for Arturo Guajardo, Jr., with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

8. Budget & Management:

A. Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $ 45,023.46 for the period of 08/16-31/2012 and requesting approval of wire transfer.

B. 1. Approval of reimbursement in the amount of $853,941.16 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 08/18/12 to 08/31/12.

08/18-24/12	$425,295.69
08/25-31/12	$428,645.47
TOTAL	$853,941.16

2. Approval of wire transfer to cover claims paid.

9. Purchasing Dept:
Notes:
A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. 1. Requesting CC grants and order for the exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a)(7)-'an item that can be obtained from only one source';

2. Approval of a "Sole Source Declaration" and requesting an on line subscription with "The Productivity Center" for 12 months in the total amount of $630.00 thru requisition #220766 for Constable Pct. 4 commencing upon approval.

B. 1. Acceptance and approval of Certificates of Completion submitted by Facility Solutions Group, and as certified by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department in relation to following listed Energy Efficiency and Conservation Block Grant (EECBG) projects:

	Department	Project Name	P.O. No.	Project No.
a.	Hidalgo County Precinct No. 1	Lighting Retrofit to Precinct No. 1 Offices -Phase III	672950	2012-065A-MSS
b.	Hidalgo County Precinct No. 3	Lighting Retrofit to various Pct. 3 Buildings and Solar Powered Lighting for Parks and Colonias	673982-Parks 673983 -Colonias	2012-065B-MSS
C.	Hidalgo County Precinct No. 4	Lighting Retrofit to various Pct. 4 Buildings and Solar Powered Lighting for Colonias	673675	2012-065C-MSS

2. Requesting approval for Payment Applications (final) from Facility Solutions Group, in relation to following listed Energy Efficiency and Conservation Block Grant (EECBG) projects as certified for payment by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

	Pay Application No.	Amount:	Department	Project Name	P.O. No.	Project No.

a.	666486	$74,958.00	Hidalgo County Precinct No. 1	Lighting Retrofit to Precinct No. 1 Offices -Phase III	672950	2012-065A-MSS
b.	90511(Parks)	$45,366.00	Hidalgo County Precinct No. 3	Lighting Retrofit to various Pct. 3 Buildings and Solar Powered Lighting for Parks and Colonias	673982	2012-065B-MSS
	90509 (Colonias)	$43,533.00			673983	
c.	90367	$58,044.64	Hidalgo County Precinct No. 4	Lighting Retrofit to various Pct. 4 Buildings and Solar Powered Lighting for Colonias	673675	2012-065C-MSS

C. Seeking approval of Change Order No. 1 with contractor Asago LLC dba Asago Construction for Mid Valley Estates Subdivision, Pct. No. 1 reflecting a net increase of $685.00 due to quantitative adjustments as submitted through project engineer TEDSI Infrastructure Group (C-CAP-12-049-05-01).

D. Approval to exercise the option to renew/extend for a one (1) year term as stipulated and provided in the contracts identified under the same rates, terms and conditions the following:
1. C-11-157-08-30-Service & Repair of Chillers & General HVAC Equipment for Hidalgo County;
2. E-11-263-09-06-Border States-Electrical Material and Supplies for Hidalgo County.

E. Requesting authority to exercise the additional one (1) year term as provided in current lease agreement#C-11-224-09-27 for: "Lease of Land within Hidalgo County Precinct No. 4 (approx. 300 ac of Farm Land), under the same terms and conditions as stipulated under the current agreement, effective 09/27/12.

F. **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.

G. 1. Approval to rescind prior action taken on July 31, 2012 through Agenda Item #33295 of request for payment of invoices as submitted by contracted engineer, Guzman & Munoz Engineering for the provision of engineering services in connection with Contract #C-11-111-04-19 through the following invoices:

Invoice #4844-WA#6 : $4,270.00-Colonia Lucero Del Norte Mile 11 North & Mile 2 West, Drainage Improvements.
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.

2. Acceptance and approval of **revised Invoice #4844R** in the amount of **$8,540.00** amid WA#6-PO#664785 in connection to Contract #C-11-111-04-19-Colonia with Guzman & Munoz Engineering for the "Lucero Del Norte Mile 11 North & Mile 2 West, Drainage Improvements" with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

APPROVED

AI-33924 **Purchasing Department** **9. E.**
CC CONSENT
Meeting Date: 09/11/2012
Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the additional one (1) year term as provided in current lease agreement#C-11-224-09-27 for: "Lease of Land within Hidalgo County Precinct No. 4 (approx. 300 ac of Farm Land), under the same terms and conditions as stipulated under the current agreement, effective 09/27/12.

BACKGROUND

Extension-Matias Pena dba PENA FARMS

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-362-10-000-000-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
This project will generate Revenues; Lease amount $10,535.00

Attachments

Extension-Matias Pena dba PENA FARMS
email frm Pct 4-proceed

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	08/29/2012 02:24 PM
Budget & Management	Merlen P. Munoz	08/30/2012 08:19 AM
Manuel Chapa	Manuel Chapa	08/30/2012 09:52 AM
Auditor's Office	Monica Badillo	09/07/2012 05:07 PM

Form Started By: Letty Saenz Started On: 08/28/2012 04:43 PM
Final Approval Date: 09/07/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FARM LEASE
C-11-224-09-27

This Agreement of Lease is between the **COUNTY OF HIDALGO, TEXAS** ("Lessor") and **MATIAS PENA, JR.** d/b/a **PENA FARMS** ("Lessee").

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the premises situated in Hidalgo County, Texas, described as follows:

A 301.06 acre tract of land known as Tract 154-B out of SAN SALVADOR DEL TULE GRANT, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 10, Pages 58-60, Map Records, Hidalgo County, Texas, and according to Deed recorded in Volume 730, Page 461, and Quitclaim Deed recorded in Volume 1136, Page 870, Deed Records, Hidalgo, County Texas (the Farm);

The Farm shall be deemed to include 301.06 acres for the purposes of this Lease.

TERM

(1) This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **September 27, 2011** and expiring on **September 26, 2012**; subject, however, to earlier termination as hereinafter provided.

RENEWAL

(2) Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional one (1) year term (the "Renewal Term 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.

RENT AND FLAT-RATE TAX

(3) Lessee agrees to pay to Lessor as a rent for the term hereof, the sum of **$10,535.00** in advance on the execution of this Lease. In addition to the rental payment, Lessee shall prepay all flat-rate taxes and all advalorem taxes assessed by Hidalgo County Appraisal District and/or other political subdivisions assessed against the Farm by the irrigation district in which the Farm is situated upon execution of this Lease.

TERMINATION

(4) Lessor may terminate this lease as to all or any part of the Farm at any time by giving Lessee notice of such termination at least thirty (30) days prior to the effective date of such termination without incurring any obligation, liability or damage to Lessee.

CULTIVATION

(5) Lessee agrees to cultivate the Farm land in an efficient and economic manner and to employ all modern methods of farming as are customarily practiced in the area during the term hereof.

MAINTENANCE

(6) Lessee agrees and covenants to keep and maintain in good repair all buildings and other improvements on the Farm for the term of this Lease.

IMPROVEMENTS

(7) Lessee may not make any alterations, additions, or improvements to the Farm without the prior written consent of Lessor. Consent for nonstructural alterations, additions or improvements shall not be unreasonably withheld by Lessor. All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease; if Lessor so elects, however, if Lessor does not so elect Lessee shall promptly remove all alterations, additions, and improvements, and any other property placed on the Farm by Lessee, and Lessee shall repair any damage caused by such removal.

RIGHT TO ENTER

(8) Lessor or his authorized representative shall have the right, at any reasonable time, to enter on the premises for the purposes of making any major repairs, alterations, or improvements, and to inspect the Farm, as Lessor shall deem necessary or advisable.

NO PARTNERSHIP

(9) This Lease shall not give rise to a partnership relationship between the parties hereto. Neither party shall have the authority to bind the other without his written consent.

INDEMNIFICATION

(10) Lessee agrees and covenants to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of Lessee's business or his use of the above-described premises, or from any negligent act or omission by Lessee, his agents, servants, employees, contractors, guests, or invitees on or about the leased premises. In the event that any action or proceeding is brought against Lessor by reason of any of the above, Lessee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to Lessor.

NO ASSIGNMENT OR SUBLEASE

(11) Lessee may not assign this Lease nor sublease any portion of the Farm leased hereunder without the prior written consent of Lessor.

UTILITY CHARGES

(12) Lessee shall pay all utility charges for electricity, heat, water, gas, and power used in and about the Farm, to be paid before the same becomes delinquent. Lessee shall pay all flat rate water district taxes imposed on the Farm as well as the cost of irrigating the property, if applicable.

BREACH

(13) If Lessor or Lessee fails to carry out any provision of this Lease, the other party shall have the right to terminate this Lease on ten (10) days' written notice to the offending party of his intention to do so. Nothing contained herein constitutes a waiver of the right of either party to damages occasioned by breach of this Lease.

ENTIRE AGREEMENT -- AMENDMENT

(14) This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

(15) It is understood that because of the general prolonged drought situation and need to manage and use water effectively and efficiently, Lessee will be allowed to "pool" the water allotment from County Farm Land with the water allotment from other land farmed by Lessee for the term of this Agreement thus allowing the transfer of water allotment to and from other

land that Lessee owns, operates, and supervises. This in no way effects the Lessor's basic water rights.

NOTICES and ADDRESSESS

(16) 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

County Of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

LESSEE

Matias Pena, Jr., Owner
Matias Pena, Jr. d/b/a PENA FARMS
13303 North Hwy. 281
Edinburg, Texas 78542

COMMITMENT OF CURRENT REVENUES ONLY

(17) 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).

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

LESSOR:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 9-27-11-RG

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LESSEE:
MATIAS PENA, JR. d/b/a PENA FARMS

By: _____
Printed Name: MATIAS PENA JR
Title: OWNER - OPERATOR

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

EXHIBIT A

REQUEST FOR BIDS (RFB) PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY Pct 4
"Lease of Land (app 300 acres) within Pct 4 for Purpose of Farming"
Bid No.: 2011-224-09-14-MEG

1. **Request for Bid Letter, consists of _1__ page.**
2. **Request for Bid, Legal Notice, consisting of_8_ pages.**
3. **Exhibit "A" Specifications consisting of_2_ pages.**
4. **Exhibit "B" Bid Page consisting of_1_page.**
5. **Exhibit "C" Insurance Requirements consisting of _4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of _1_page.**
7. **Vendor/Bidder Application and W-9 form consisting of_6__ pages.**
8. **Draft Requirements Agreement consisting of _10_ pages.**
9. **Certification Regarding Debarment __1__ page.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

August 29, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

August 29, 2011

_____

_____

_____

_____

Re: HIDALGO COUNTY Pct 4
"Lease of Land (app 300 acres) within Pct 4 for Purpose of Farming"
Bid No.: 2011-224-09-14-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY Pct 4
"Lease of Land (app 300 acres) within Pct 4 for Purpose of Farming"
Bid No.: 2011-224-09-14-MEG

BID OPENING DATE:
SEPTEMBER 14, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539



956 318-2626 Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY PCT 4– "Lease of Land (301.06 acres) within Pct 4 for Purpose of Farming"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of HIDALGO COUNTY ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB-2011-224-09-14-MEG HIDALGO COUNTY PCT 4– "Lease of Land (301.06 acres) within Pct 4 for Purpose of Farming"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. Wednesday September 14, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2011-224-09-14-MEG HIDALGO COUNTY PCT 4– "Lease of Land (301.06 acres) within Pct 4 for Purpose of Farming"**

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY.

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the HIDALGO COUNTY Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

HIDALGO COUNTY Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY PCT 4– "Lease of Land**

(301.06 acres) within Pct 4 for Purpose of Farming" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 4
Marcos Lopez, Chief Administrator
1051 North Doolittle Rd,
Edinburg Tx78542 383-3112

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**September 14, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

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

Please Submit completed CIQ forms to the HIDALGO COUNTY Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-HIDALGO COUNTY Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably

acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY PCT 4
"Lease of Land (301.06 acres) within Pct 4
for Purpose of Farming"
BID NO.:2011-224-09-14-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by HIDALGO COUNTY for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that HIDALGO COUNTY reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
HIDALGO COUNTY PCT. 4
"LEASE of LAND for PURPOSE of FARMING"
BID NO.: 2011-224-09-14-MEG

PROJECT OVERVIEW:

The County of Hidalgo is offering to Lease approximately 300 Acres Tract of Land located in the Precinct #4 for the purposes of farming.

Description of Property: A 301.06 acre tract of land (Deed Records: 300.00 acres) known as Tract 154-B out of SAN SALVADOR DEL TULE GRANT, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 10, Pages 58-60, Map Records, Hidalgo County, Texas, and according to Deed recorded in Volume 730, Page 461, and Quitclaim Deed recorded in Volume 1136, Page 870, Deed Records, Hidalgo, County Texas.

TOTAL ACRES: 301.06

SPECIFICATIONS:

1. The term of the lease will be for one year commencing the date Lease Agreement is fully executed by all parties.
2. Lessee will pay cash per acre to County (Lessor)
3. The Lessor may terminate this lease as to all or any part of the Farm Land at any time by giving Lessee notice of such termination at least thirty (30) days prior to the effective date of such termination without incurring any obligation, liability or damage to Lessee.
4. Lessee agrees to cultivate the Farm Land in an efficient and economic manner and to employ all modern methods of farming as are customarily practiced in that area during the term of the Lease.

REQUIREMENTS:

1. Lessee agrees and covenants to keep and maintain in good repair all buildings and other improvements on the Farm Land for the term of this Lease if applicable.
2. Lessee will pay all Water Districts for the term of the Lease.
3. Flat Rate Assessments shall be submitted with bid in the form of a Cashier's Check payable to the respective Irrigation District.
4. The amount of cash rent shall be submitted with the bid in the form of a cashcr's check payable to Hidalgo County.
5. Partial bids will not be accepted, **ALL 301.06 Acres** will be awarded to the highest Bidder.
6. During the term of the lease Bidder must not sub lease property
7. Hidalgo County will not be held responsible for crops that have not been harvest if the Contract becomes terminated by either party before the end of the term of contract.
8. Lessee shall prepay all flat-rate taxes assessed against the Farm by the Irrigation District, in which the Farm is situated, upon execution of this Lease. Lessee shall also pay the cost of the irrigating the property.

GENERAL TERMS AND CONDITIONS:

1. The term of the contract will be for one (1) year with County's option to renew for one (1) additional year under the same terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to add or delete acreage during the term of the contract.

Additional Information:
All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday September 5, 2011 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday September 9, 2011.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY Pct 4
"Lease of Land (app. 300 acres) for the Purpose of Farming"
Bid No.: 2011-224-09-14-MEG

Enclosed	
Yes	No

1) **Lease Amount** $ _____ per Acre
(Cashier's Check for Lease should be made payable to Hidalgo County)

2) **Flat Rate Assessments $**_____
(Cashier Check's for flat rate assessments should be made payable to respective Irrigation District(s).

3) Acknowledgement and commitment that bidder will comply with all aspect of this procurement packet.

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

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 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 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. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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

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

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.)

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 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

		–						

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 ▶	Date ▶

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.

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.

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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT B

BID PAGE

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY Pct 4
"Lease of Land (app. 300 acres) for the Purpose of Farming"
Bid No.: 2011-224-09-14-MEG

Enclosed	
Yes	No
✓	

1) **Lease Amount** $ 35.00 per Acre
(Cashier's Check for Lease should be made payable to Hidalgo County)

2) **Flat Rate Assessments** $ N/A
(Cashier Check's for flat rate assessments should be made payable to respective Irrigation District(s).

3) Acknowledgement and commitment that bidder will comply with all aspect of this procurement packet.

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: MATIAS PEÑA JR. (PEÑA FARMS)
ADDRESS: 13303 N. Hwy 281
CITY/STATE/ZIP CODE: Edinburg, Tx. 78542
PHONE NUMBER: (956) 383-2915
E-MAIL ADDRESS: N/A
CELLULAR NUMBERS: (956) 929-4430
FAX NUMBER: 383-2975
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: MATIAS PEÑA JR.
TITLE: OWNER-OPERATOR
DATE: SEPT. 13-2011

9/14/11
10:08

[signature]

MEMORANDUM

TO: Commissioner Joseph Palacios, Hidalgo County Precinct No. 4
ATTN: Marcos Lopez, Chief Administrator,

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: September 14, 2011

RE: Request Recommendation for RFB 2011-224-09-14-MEG
"Lease of Land within Pct 4 (app 300 acres) for the Purpose of farming"

Enclosed you will find a copy of the sole Bid received, Tabulation Sheet, and a Bid packet for the above mentioned project, for your review and recommendation.

Please indicate below if you **DO or DO NOT** recommend accepting the bids response. If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department via fax to (956) 292-7612 **by Wednesday September 21, 2011.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ DO recommend accepting of response ☐ DO NOT recommend accepting of response

BUDGET ACCOUNT #_____

Recommendations/Concerns: Accept bid from sole bidder, Peña Farms, in the amount of $10,535.00

Gloria A. Beltran	Pct 4	9/20/11
Authorized Signature/ Printed Name	Department	Date

EXHIBIT C

INSURANCE CERTIFICATE

8/23/2011 02 6588011 FMDCFL GCN

10/07/2013

INSURED COPY

GERMANIA FARM MUTUAL INSURANCE ASSOCIATION (SECTION A)
INSURANCE COMPANY (SECTION B)
P.O. BOX 645 BRENHAM, TX 77834-0645

Germania INSURANCE

DECLARATIONS PAGE

AGENT: 142 PH: 956-689-0105
HARDING INSURANCE AGENCY
PO BOX 102
RAYMONDVILLE TX 78580-0102

INSURED: 000048555285 PH: 956-383-2975
MATIAS PENA
13303 N HWY 281
EDINBURG TX 78541-6459

MATIAS PENA
13303 N HWY 281
EDINBURG TX 78541-6459

POLICY NUMBERS
A 7 600 6588011
B 1 120 1283330

POLICY PERIOD
10/07/2011 to 10/07/2012
(12:01 AM Standard Time at the location of the residence premises)

NOTE: THIS DECLARATIONS PAGE REFERENCES TWO SEPARATE AND DISTINCT INSURANCE POLICIES. IF YOU HAVE ANY QUESTIONS REGARDING YOUR COVERAGES, PLEASE CALL EITHER YOUR AGENT AT THE NUMBER ABOVE OR GERMANIA INSURANCE AT 1-800-392-2202.

THE TOTAL PREMIUM IS	$ 3,015.00
SECTION A PREMIUM	$ 2,614.00
SECTION B PREMIUM	$ 401.00

SECTION A - GERMANIA FARM MUTUAL INSURANCE ASSOCIATION - BASIC DWELLING POLICY

OCCUPANCY	BRIEF DESCRIPTION	DEDUCTIBLE	ENDORSEMENT	LIMIT OF LIABILITY	PREMIUM
COVERAGE A (DWELLING)					
Owner	Year Of Construction 1989,Brick Dwelling 2.0 Story, 4000 LA STEEL		148 RD LE AC 603	$417,000	$1,280.00
	Other Structures Total Liability Limit			$41,700	
Owner	DEDUCTIBLE CLAUSE 1	$4,170			
Owner	DEDUCTIBLE CLAUSE 2	$4,170			
COVERAGE B (UNSCHEDULED PERSONAL PROPERTY)					
Owner	Unscheduled Personal Property -Standard		365 LE AC RD 603	$251,000	$886.00
Owner	DEDUCTIBLE CLAUSE 1	$4,170			
Owner	DEDUCTIBLE CLAUSE 2	$4,170			
COVERAGE C (SCHEDULED PERSONAL PROPERTY)					
	Farm Machinery CORNHEAD	$250	601 603	$40,600	$147.00
	Farm Machinery CORNHEAD	$250	500 601 603	$42,200	$153.00
	Farm Machinery 2008 IH CASE 1200 PLANTERS CBJ036523	$250	500 601 603	$30,000	$109.00

SEE CONTINUATION FOR ADDITIONAL DATA

SECTION B - GERMANIA INSURANCE COMPANY - FARM LIABILITY POLICY

The location of the residence premises is: 13303 N HWY 281 EDINBURG TX 78541-
(See reverse side for all other insured locations, if any)

ACRES 10

FORM OF BUSINESS:
☒ INDIVIDUAL ☐ JOINT VENTURE ☐ PARTNERSHIP ☐ ORGANIZATION (Other than Partnership or Joint Venture)

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. Insurance under this policy applies at the residence premises under the PARTS and for the COVERAGES where LIMITS OF LIABILITY AND PREMIUMS are stated.

Coverages and Limits of Insurance

	Per Occurrence Limit	General Aggregate Limit
Coverage H – Bodily Injury and Property Damage Liability	$ 1,000,000	
Coverage H – Special Fire Damage Limit	$ 50,000	
Coverage I – Personal and Advertising Injury Liability	$ 1,000,000	$ 1,000,000
Coverage J – Medical Payments Special Medical Payments Limit Any One Person $ 5,000		
Damage to Property of Others	$ 500	

CODE	ENDORSEMENT	DESCRIPTION	PREMIUM
01418		ADDITIONAL FARM PREMISES-OVER 10 MILES FROM PRINCIPAL	$ 41.00
01907		PRIMARY FARM-OVER 500 ACRES	$ 360.00
		TOTAL SECTION B PREMIUM	$ 401.00

Other Forms and Endorsements made a part of this policy at the time of issue: (Number and Edition)
FL 01 05 11 87, IL 02 75 06 95, IL 00 03 11 85, IL 01 68 09 92, IL 00 17 11 85
FLP180 FL0163(1) FL1070 FL1076 FP0182 1004 IL0985

OTHER COVERAGES, LIMITS, CONDITIONS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY.

APPROVED

AI-28720 **20. E. 2.**

CC REGULAR

Meeting Date: 09/27/2011

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder meeting specifications and/or requirements as detailed and attached hereto for: Hidalgo County "Lease of Land within Pct# 4 (appr. 300 acres) for the purpose of farming" - RFB No. 2011-224-09-14-MEG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-362-10-000-000-0-000

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

BUDGETARY IMPACT:

Revenue Budget: 1-1100-362-10-000-000-0-000 This project will generate Revenues; Lease amount $10,535.00

Attachments

Participation Sheet
Approval of Memo
Contract
email from legle-approvd lease agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/22/2011 10:06 AM
Budget & Management	Merlen P. Munoz	09/22/2011 10:15 AM
Manuel Chapa	Manuel Chapa	09/22/2011 01:51 PM
Auditor's Office	Angela Garcia	09/22/2011 02:22 PM

Form Started By: Elena Gomez Started On: 09/21/2011 12:02 PM

Final Approval Date: 09/22/2011

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 27, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held 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**	Color Guard
3.		**Prayer**	Com Quintanilla
4.		**Approval of Consent Agenda**	Approved
5.		**Open Forum**	
6.	AI-28786	Appointment of Judge to the Office of County Court at Law #7	Rolando Cantu
7.		**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."	no action
		2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"	
B.	AI-28789	Notification and action of intent to re-locate county departments from Mediplex Bldg. to County Courthouse	approved
C.	AI-28702	Presentation and acceptance of check by U.S. Fish & Wildlife to Hidalgo County.	approved
D.	AI-28755	Presentation on delinquent tax collection report by Perdue, Brandon, Fielder, Collins & Mott, LLP in Association with the Law Offices of John David Franz.	Presentation
E.	AI-28731	Proclamation Announcing October 1-7, 2011 as "Border Binational Health Week"	
F.	AI-28747	Recognition of Ms. Barbara Storz, 2011 Texas Health Champion Award Recipient	Recognition
G.	AI-28739	Resolution in honor of Sgt. Rodolfo Rodriguez, Jr. and Sgt. Estevan Altamirano	Resolution
H.	AI-28715	Approval to accept a settlement check from National Union Fire Insurance Company in the amount of $369.40 to settle property damages to a County vehicle. (Head Start)	approved
I.	AI-28637	Discussion, consideration, and appropriate action on the following:	approved
		1. Redistricting Plans for the following Hidalgo County Precincts:	
		a. County Commissioners;	
		b. Justices of the Peace and Constables	no action
		2. Preclearance submission to the United States Department of Justice	approved

A. AI-28745 1. Preliminary Approval with Variance Request:
approved a. Lopez Heights Subdivision- Pct. 4 (Leon Lopez)

2. Preliminary Approval:
a. Los Ramirez Subdivision – Pct. 3 (Santos Ramirez)
b. James C Swint Sr Subdivision – Pct. 1 (Julita Rosa Gutierrez)
approved c. Mandalay Bay Phase I Subdivision – Pct.4 (Richard Garza)
d. Los Feliz Phase I Subdivision – Pct. 4 (Oscar Garza)
e. Vaquero Estates Phase II Subdivision – Pct. 1 (Norberto Salinas)
f. Las Estrellas No. 1 Subdivision – Pct. 3 (Oscar Garza, Jr.)

18. Precinct #2 - Comm. H. Palacios:

A. AI-28756 Countywide Mechanic Shop (1200):
1. Approval of the following personnel actions:

approved 1-3

Action	Slot No.	Position Title	Budgeted Salary
Delete	0005	Truck Driver III	$29,352.00
Create	0007	Mechanic III	$31,195.00

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

19. Budget & Management - Sergio Cruz:

A. AI-28630 1. Public hearing on the 2012 Proposed Budget as per Texas Local Government Code 111.067.
approved 1-6 2. Acceptance of recommendation by salary grievance committee setting compensation and personal expenses for:
J.P. Gilbert Saenz
J.P. Jesus Morales
J.P. Rosa Trevino
J.P. Ismael Ochoa
J.P. Charlie Espinoza
J.P. E. Jackson
3. Discussion, consideration, and action on changes and corrections to the 2012 Proposed Budget.
4. Approval to set salaries, allowances, and other compensation for Fiscal Year 2012.
5. Adoption of the 2012 Annual Budget.
6. Adoption of the 2011 Hidalgo County Ad Valorem Tax Rate.

B. AI-28790 Discussion, consideration and action on Juror Daily Rate Assessment.
no action

C. AI-28712 DBM - Workers' Comp. Division:
approved Requesting approval to reimburse employee Ricardo Olivarez #007234 for the purchase of fuel for the 2006 Ford Taurus Unit #8 (County Vehicle) Vin#1FAFP3256A242632, LP 217-507 in the amount of $56.19.

20. 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

C. Pct. 2

1. AI-28615 Approval to purchase Three (3) New 2012 Chevrolet 1500 Silverado SWB Extended Cab in the amount of $61,395.00 and Two (2) New Chevrolet 2012 1500 Silverado SWB Crewcab in the amount of $45,962.00 through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE03-06) to include but not limited to a one time $600.00 HGAC administration fee and delivery for a combined total of $107,957.00. (Project #2011-255-OGG).

approved

D. Pct. 3

1. AI-28766 a. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $28,959.00) as submitted by project engineer, Javier Hinojosa Engineering for engineering services for "Construction Plans and Specifications for the off-site drainage improvements for La Suena Subdivision located at 4 1/4 mile north Moorefield Road" within Hidalgo County Pct. No. 3 through Contract #C-11-166-06-14.

approved

b. Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $17,544.00) as submitted by project engineer, Javier Hinojosa Engineering for engineering services for "Paving Improvements of Mile 4 North from Tom Gill Road to Liberty Road" within Hidalgo County Pct. No. 3 through Contract #C-11-166-06-14.

approved

2. AI-28768 Acceptance and approval of request for payment on invoice No. 11076 in the amount of $9,674.93 submitted by Javier Hinojosa Engineering, contracted project engineer for "Iowa Road (Mile 10 to Mile 14)".

approved

E. Pct. 4

1. AI-28767 Authority to purchase heavy machinery and/or equipment detailed herein from John Deere awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #373-11 for Project #2011-259-OGG:

a. One (1) JD 4105 Tractor with Loader amount not to exceed ------$22,192.36;
b. One (1) JD 997 Commercial L.C. amount not to exceed---------- $13,382.90;
c. One (1) JD Select Series X300 Tractor amount not to exceed ------$ 2,787.18
pricing includes, delivery, TASB fees & warrant warranties

Combined Total $ 38,362.44

no action

2. AI-28720 Recommending award of bid and approval of contract to sole bidder meeting specifications and/or requirements as detailed and attached hereto for: Hidalgo County "Lease of Land within Pct# 4 (appr. 300 acres) for the purpose of farming" - RFB No. 2011-224-09-14-MEG.

approved

F. District Courts:

1. AI-28735 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

approved

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional consultants to seek funding and assistance through Federal, State, Private Sector(s) and other Sources in connection with the following crimes: Human Trafficking and Violence Against Women;

approved

Consultants

Evaluators	Vazaldua and Associates	Arnold Mata Leadership Resources	Dos Legislative Services

AI-38459 **Purchasing Department 21. D. 2.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting Approval of "PLANS" and CORRECTION to Multiple Use Agreement (MUA) by the State of Texas by and between the Texas Department of Transportation and Hidalgo County, Texas (for US 281 & SH 186 Linn-San Manuel Beautification Project) and, (as approved by CC on 03/05/13)

BACKGROUND

PLANS to MUA
MUA (approved by CC on 03/05/13)
Legal review and approval

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-452-00-124-009-0-890

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

BUDGETARY IMPACT:

Available balance as of 4-26-13 $80,781.34

Attachments

PLANS to MUA(Linn San Manuel Beautificaiton Project) Pct 4
MUA (apprvd by CC on 03/05/13)
Letter by TxDOT-plans required

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/26/2013 11:09 AM
Budget & Management	Angela Garcia	04/26/2013 11:50 AM
Auditor's Office	Angela Garcia	04/26/2013 11:52 AM
Manuel Chapa	Manuel Chapa	04/26/2013 02:21 PM

Form Started By: Letty Saenz Started On: 04/26/2013 10:06 AM

Final Approval Date: 04/26/2013

HIDALGO COUNTY PRECINCT NO. 04

EDINBURG, TX

SITE LIGHTING FOR SAN MANUEL - LINN REST STOP

COMMISSIONER'S COURT

HON. RAMON GARCIA	COUNTY JUDGE
A.C. CUELLAR, JR.	COMMISSIONER PCT .1
HECTOR (TITO) PALACIOS	COMMISSIONER PCT .2
JOE M. FLORES	COMMISSIONER PCT .3
JOSEPH PALACIOS	COMMISSIONER PCT .4

PROJECT TEAM

OWNER:

HIDALGO COUNTY
PRECINCT No. 04
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
TEL: 956.383.3112
FAX: 956.381.5905
JOSEPH PALACIOS,
COMMISSIONER PCT.4

CONTRACTOR

FACILITY SOLUTIONS GROUP
8018 W. EXPRESSWAY 83
HARLINGEN, TX 78552
T: 956.797.4191
F: 956.797.4198
ANTONIO OLIVARES

MEP ENGINEER:

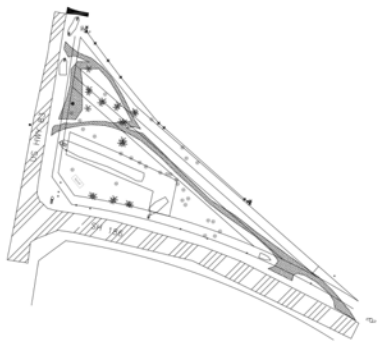
HALFF ASSOCIATES
5000 W. MILITARY HWY
MCALLEN, TX 78503
T: 956.664.0286
F: 956.664.0282
THOMAS E. DEARMIN P.E.

PRODIGY CONSTRUCTION MANAGAMENT, LLC
1335 E. JASMINE AVE
MCALLEN, TX 78501
T: 956.800.1122
F: 956.664.1832
HUGO H. AVILA, P.E.

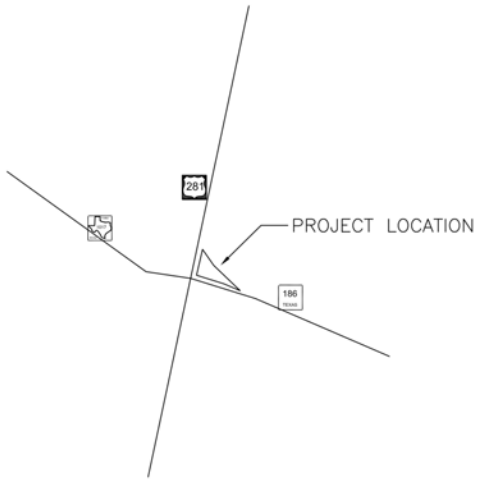
INDEX OF DRAWINGS

A0 COVER
A1 MONUMENT LAYOUT
E1 SITE LIGHTING
E2 ELECTRICAL SCHEDULES/DETAILS

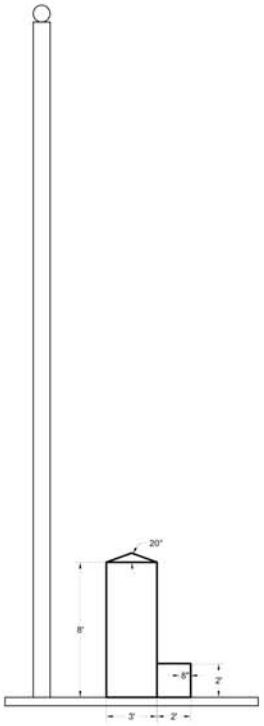
KEY PLAN



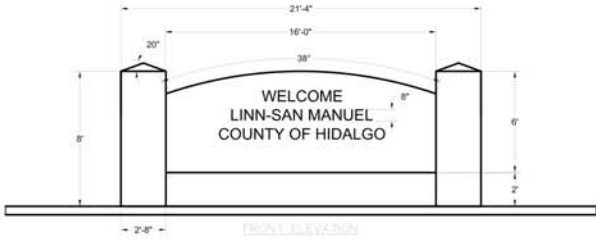
LOCATION



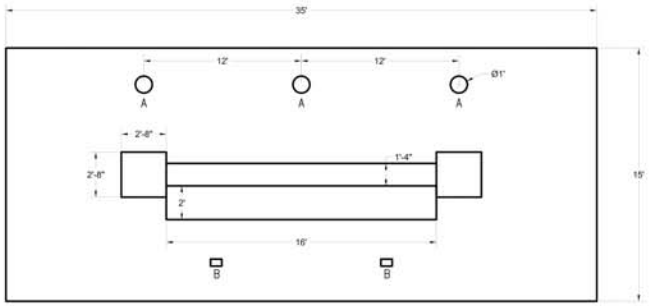




LEFT SIDE VIEW



FRONT ELEVATION



TOP VIEW

KEYED NOTES: LIGHTING

1. NEW POLE FOR SECONDARY OVERHEAD WIRING BY CONTRACTOR. OVERALL LENGTH OF POLE SHOULD BE 20FT WITH 4FT IN GROUND, LEAVING AT 16FT CLEARANCE FROM GROUND TO TOP OF POLE. POLE SHOULD BE SIX(6) INCHES IN DIAMETER AT TOP OF POLE.
2. NEW PANEL AND LIGHTING CONTACTOR ENCLOSURE. REFER TO RISER FOR DETAILS. 100AMP, N3R, 100AMP MAIN BREAKER WITH 24 SPACES.
3. GROUND MOUNTED FLOOD LIGHT. REFER TO DETAIL. AIM LIGHT UPWARDS TOWARDS TREE. CONTRACTOR TO FIELD VERIFY EXACT LOCATION.
4. FLOOR MOUNTED FLOOD LIGHT. REFER TO DETAIL. AIM LIGHT UPWARDS TOWARDS FLAGS. CONTRACTOR TO FIELD VERIFY EXACT LOCATION.
5. FLOOR MOUNTED FLOOD LIGHT. REFER TO DETAIL. AIM LIGHT UPWARDS TOWARDS MONUMENT. CONTRACTOR TO FIELD VERIFY EXACT LOCATION.
6. UNDERGROUND CONDUIT FOR WET LOCATIONS, MINIMUM DEPTH SHALL BE 24" ABOVE FINISHED GRADE. PROVIDE TRACE WIRING.
7. ELECTRICAL PULL BOX FLUSH WITH FINISHED GRADE.
8. MOUNT PHOTOCELL FOR LIGHTING CONTACTOR ON POLE AND FACE NORTH.
9. 3/4" X 8' GROUND ROD.
10. ROUTE CONDUITS TO NEW GROUND FLOOD LIGHTS.
11. MOUNT ELECTRICAL PANEL AND METER ON NEW UNISTRUT RACK.
12. CONTRACTOR TO PROVIDE METER CAN. METER BY AEP POWER COMPANY.

GENERAL ELECTRICAL NOTES

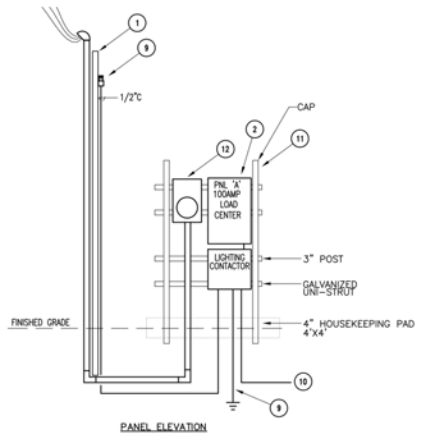
A. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION, TRENCHING AND BACKFILLING. COORDINATE WITH ALL UTILITIES PRIOR TO EXCAVATION.

B. CONTRACTOR TO VERIFY ALL EXISTING MAIN POWER AND OTHER UTILITIES. COORDINATE WITH POWER CO. FOR ALL REQUIREMENTS PRIOR TO ANY ROUGH-IN FOR A COMPLETE AND OPERABLE SYSTEM.

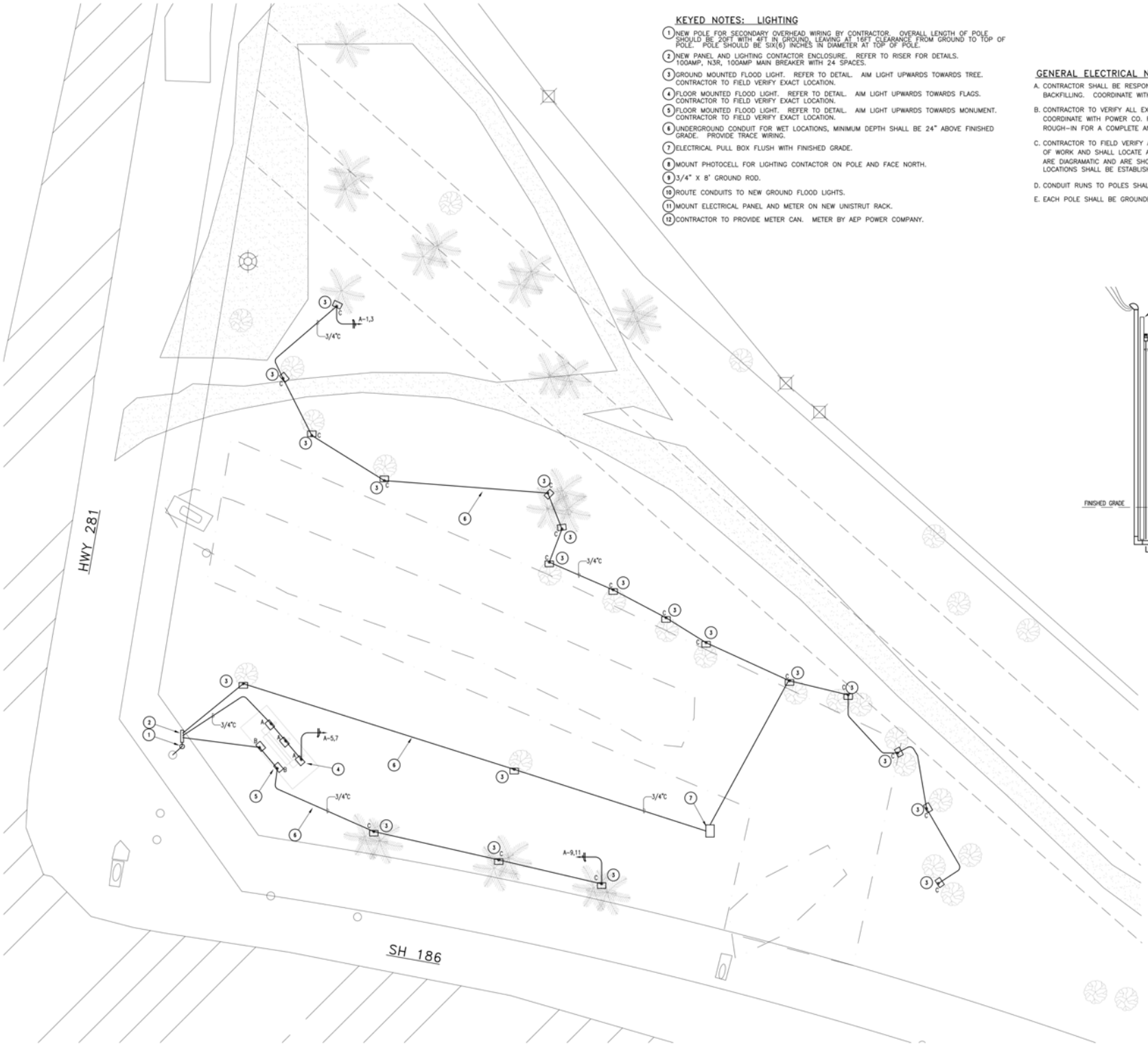
C. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK AND SHALL LOCATE ALL CONDUITS ACCORDINGLY. CONDUIT LOCATIONS ARE DIAGRAMATIC AND ARE SHOWN FOR GENERAL ROUTING. EXACT CONDUIT LOCATIONS SHALL BE ESTABLISHED PER EXISTING CONDITIONS.

D. CONDUIT RUNS TO POLES SHALL BE A MINIMUM DEPTH OF 24" DEEP.

E. EACH POLE SHALL BE GROUNDED WITH A 5/8" X 8' GROUND ROD WITH A #6 SOLID GROUNDING WIRE.



PANEL ELEVATION



1 SITE PLAN – ELECTRICA
SCALE: 1" = 30'-0"

ELECTRICAL LEGEND

---ALL SYMBOLS SHOWN MAY NOT APPEAR IN ALL DRAWINGS.
SYMBOLS ARE SHOWN SCHEMATIC AND MAY NOT BE TO SCALE.

SYMBOL	DESCRIPTION	MNTG. HT. UNO (SEE NOTE 1)
	2'x4' FLUORESCENT LIGHT FIXTURE	SEE FIX. SCH.
	1'X4' FLUORESCENT LIGHT FIXTURE	SEE FIX. SCH.
	GROUND MOUNTED FLOOD LIGHT	SEE FIX. SCH.
	CLG. OR WALL MTD.	
	EXIT LIGHT, CEILING OR WALL MOUNTED – SHADING INDICATING SINGLE OR DOUBLE FACE; DIRECTIONAL ARROWS AS INDICATED	9" BFC
$	WALL SWITCH SPST, 20A,120/277V	48" AFF
$2	DOUBLE POLE TOGGLE SWITCH, 20A/120/277V	48" AFF
$3	3-WAY WALL SWITCH, 20A,120/277V	48" AFF
$D	WALL DIMMER SWITCH(1000 WATTS)	48" AFF
	DUPLEX RECEPTACLE – 20A/125V/2P/3W/G NEMA 5-20R	15" AFF
GFI	DUPLEX RCPT. GFI – 20A/125V/2P/3W/G NEMA 5-20R	15" AFF
	QUADRAPLEX RECEPTACLE	15" AFF
	FLOOR MOUNTED RECEPTACLE	
	208V RECEPTACLE, VERIFY NEMA NO. WITH EQUIPMENT SUPPLIER	
	SPECIAL PURPOSE RECEPTACLE (NEMA NO. AS INDICATED)	15" AFF
J +J	JUNCTION BOX – SIZE & MOUNTING AS REQUIRED	AS REQD.
	WALL MOUNTED TELEPHONE/DATA OUTLET. FURNISH AND INSTALL 3/4"C., WITH PULLSTRING AND INSULATED BUSHING, STUBBED ABOVE CEILING.	15" AFF
	TELEPHONE BOARD	- - - -
P	PHOTO CELL	ON ROOF
L	LIGHTING CONTACTOR	54" AFF
	HEAVY DUTY DISCONNECT SWITCH FUSED	AS REQD.
	HEAVY DUTY DISCONNECT SWITCH NONFUSED	AS REQD.
	MOTOR	AS REQD.
	PANELBOARD, CLEARANCE AS PER LATEST NEC	AS REQD.
	SWITCH LEG	- - - -
	ELECTRICAL CONDUIT	- - - -
	UNDERGROUND ELECTRICAL CONDUIT	- - - -
X, X, X	MULTI-POLE DEVICE CIRCUIT NUMBERS	- - - -
X/X/X	THREE SINGLE POLE DEVICE CIRCUIT NUMBERS	- - - -
A-1	CONDUIT AND WIRE HOMERUN TO PANEL. SHORT HATCH INDICATES NEUTRAL CONDUCTOR, LONG HATCHES INDICATE PHASE CONDUCTORS, AND LONG HATCH WITH CIRCLE INDICATES ISOLATES OR INSULATED GROUND. ALPHANUMERIC DESCRIPTION INDICATES PANEL AND BREAKER.	
A-1	UNDERGROUND CONDUIT AND WIRE HOMERUN TO PANEL. SHORT HATCH INDICATES NEUTRAL CONDUCTOR, LONG HATCHES INDICATE PHASE CONDUCTORS, AND LONG HATCH WITH CIRCLE INDICATES ISOLATED OR INSULATED GROUND. ALPHANUMERIC DESCRIPTION INDICATES PANEL AND BREAKER.	
	DETAIL NUMBER	
	SHEET NUMBER	

ELECTRICAL ABBREVIATIONS:

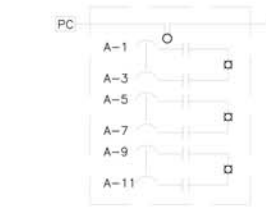
ABBV:	DESCRIPTION	ABBV:	DESCRIPTION
AFF	ABOVE FINISHED FLOOR	(S.C.)	SHARE CIRCUIT
BFC	BELOW FINISHED CEILING	RCPT(S)	RECEPTACLE(S)
C	CONDUIT	PNL	PANEL
CB	CIRCUIT BREAKER	SO (S.O.)	SPACE ONLY
EC	EMPTY CONDUIT	SP	SPARE
EX	EXISTING	ST (S.T.)	SHUNT TRIP
F	FUSE	SW	SWITCH
G	GROUND (EQUIPMENT)	UF	UNDERFLOOR
GFI	GROUND FAULT INTERRUPTER	UG	UNDERGROUND
MTD	MOUNT OR MOUNTED	UNO(U.N.O.)	UNLESS NOTED OTHERWISE
NF	NONFUSED	WG	WIRE GUARD
NIC	NOT IN CONTRACT	WP	WEATHERPROOF
H.D	HEAVY DUTY	XFMR	TRANSFORMER
NL	NIGHT LIGHT	AFCI	ARC FAULT CIRCUIT INTERRUPTER
AC	ABOVE COUNTER		
HT.	HEIGHT MOUNTING		

PANEL: A	AMP	LUGS	NEMA	V(LL)		(P)	(W)		V(LN)	MNT	KAIC	FDR	
LOCATION: EXTERIOR	100	MB	1	240		1	3W		120	S	10	1-RUN 3#3, 1#8G, 1 1/2"C	
LOAD	CKT	LOAD	BKR	POLE	FEEDER			FEEDER	POLE	BKR	LOAD	CKT	LOAD
SERVED	#	KVA	SIZE		SIZE	A	B	SIZE		SIZE	KVA	#	SERVED
FLOOD LIGHTS	1	0.4	20	2	2#12, 1#12G, 3/4"C	*		-	1	20		2	SPARE (IRRIGATION)
"	3	0.4			-		*	2#12, 1#12G,1/2"C	1	20	0.1	4	LIGHTING CONTACTOR
FLOOD LIGHTS	5	0.1	20	2	2#12, 1#12G, 3/4"C	*		-				6	
"	7	0.1			-		*	-				8	
FLOOD LIGHTS	9	0.2	20	2	2#12, 1#12G, 3/4"C	*		-				10	
"	11	0.2			-		*	-				12	
	13				-	*		-				14	
	15				-		*	-				16	
	17				-	*		-				18	
	19				-		*	-				20	
	21				-	*		-				22	
	23				-		*	-				24	
LOADS	-	(KVA)				1	1				(KVA)	-	DESCRIPTIVE LOADS
CONNECTED LOAD	-	2				KVA/PHASE					1	-	LIGHTING
RESERVE	25 %	0									0	-	RECEPTACLES
TOTAL LOAD	-	2									0	-	COOLING
											0	-	HEATING
TOTAL AMPS	-	#									0	-	OTHER

NOTES:

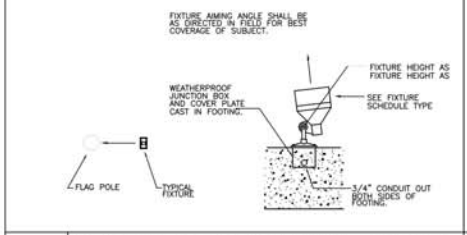
LIGHT FIXTURE SCHEDULE

MARK	VOLTAGE	WATTAGE	LAMP	MOUNTING	DESCRIPTION	MANUFACTURER	MODEL NO
A	240	78	LED	GROUND	HIGH POWER, WIDE DISTRIBUTION LED FLOOD LIGHT	RAB LIGHTING	FXLED78SF
B	240	18	LED	GROUND	RECTANGULAR SHAPED LED FLOOD LIGHT	RAB LIGHTING	FFLED18
C	240	39	LED	GROUND	RECTANGULAR SHAPED LED FLOOD LIGHT	RAB LIGHTING	FFLED39



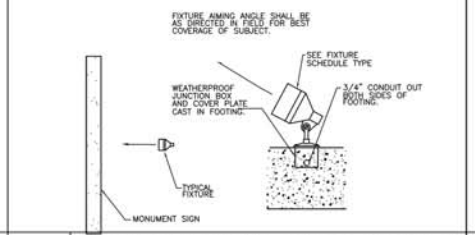
01 LIGHTING CONTACTOR SCHEMATIC

SCALE: NONE



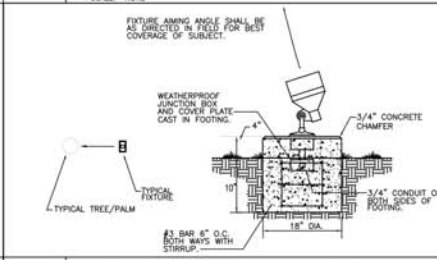
02 FIXTURE MOUNTING DETAIL - TYPE 'A'

SCALE: NONE



03 FIXTURE MOUNTING DETAIL - TYPE 'B'

SCALE: NONE



04 FIXTURE MOUNTING DETAIL - TYPE 'C

SCALE: NONE

I. GROUND BOX

A. MATERIAL AND CONSTRUCTION GENERAL NOTES

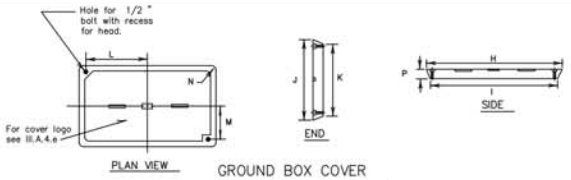
1. Ground boxes 16x30x24 inches (WxLxD) or smaller shall be polymer concrete of the type required by the descriptive code shown elsewhere. Larger ground boxes shall be as shown elsewhere in the plans.
2. All ground boxes and covers shall be permanently marked either by impress or by permanent ink, with manufacturer's model number and manufacturer's name or logo.
3. Covers shall be bolted down, and bolt holes in the box shall be arranged to drain dirt.
4. Ground box Types P AND C shall meet the following requirements:
   a. Ground boxes and covers be manufactured from polymer concrete reinforced with continuous strands of woven or stitched borosilicate fiberglass cloth. The polymer concrete shall be made from catalyzed polyester resin, sand and aggregate, and shall have a minimum compressive strength of 11,000 psi. Polymer concrete containing chopped fiberglass or fiber-glass reinforced plastic is not acceptable.
   b. Minimum inside dimensions shall be as follows (width x length x depth): Type C shall be 24 inches x 24 inches x 18 inches. TYPE P shall be 24 inches x 36 inches x 24 inches.
   c. Ground boxes shall withstand 600 lbs. per sq. ft. applied over the entire sidewall with less than 1/4 inch deflection per foot length of box. Ground boxes and covers shall withstand a test loading of 20,000 lbs. over a 10 inch by 10 inch area centered on the cover with less than 1/2 inch deflection.
   d. Covers shall be 2 inch (nominal) thick polymer concrete. Cover shall be secured. Covers shall be skid resistant, minimum 0.5 coefficient of friction. Covers shall be interchangeable between manufacturers and shall conform to the dimensions shown herein. Unless otherwise

B. CONSTRUCTION METHODS

1. Ground boxes shall be set on a 9 inch (minimum) bed of coarse No. 1 aggregate as defined by Item 421. Gravel shall be in place prior to setting box and conduits shall be capped. Any gravel or dirt in conduit shall be removed.
2. Reinforcing steel may be field bent. Concrete for apron shall be cast in place.

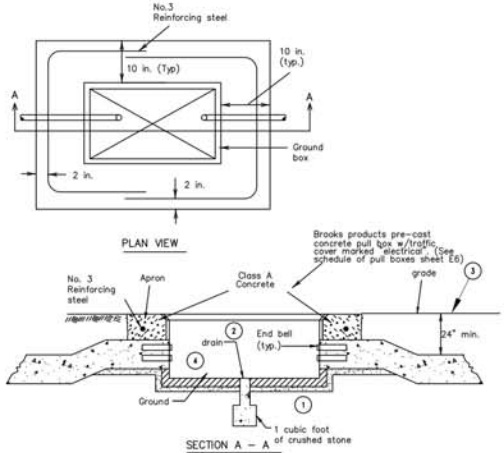
C. GROUND BOX SUPPLIER INFORMATION

1. Similar to Brooks box type 67PBB, concrete electrical cover type 67PBCC230, base 67MBBS, extension 67MBB. Contact phone numer Contact phone numer (888) 307-7470.



GROUND BOX COVER

GROUND BOX COVER DIMENSIONS									
BOX	DIMENSIONS (INCHES)								
SIZE	H	I	J	K	L	M	N	P	
A	23 1/4	23	13 3/4	13 1/2	9 7/8	5 1/8	1 3/8	2	



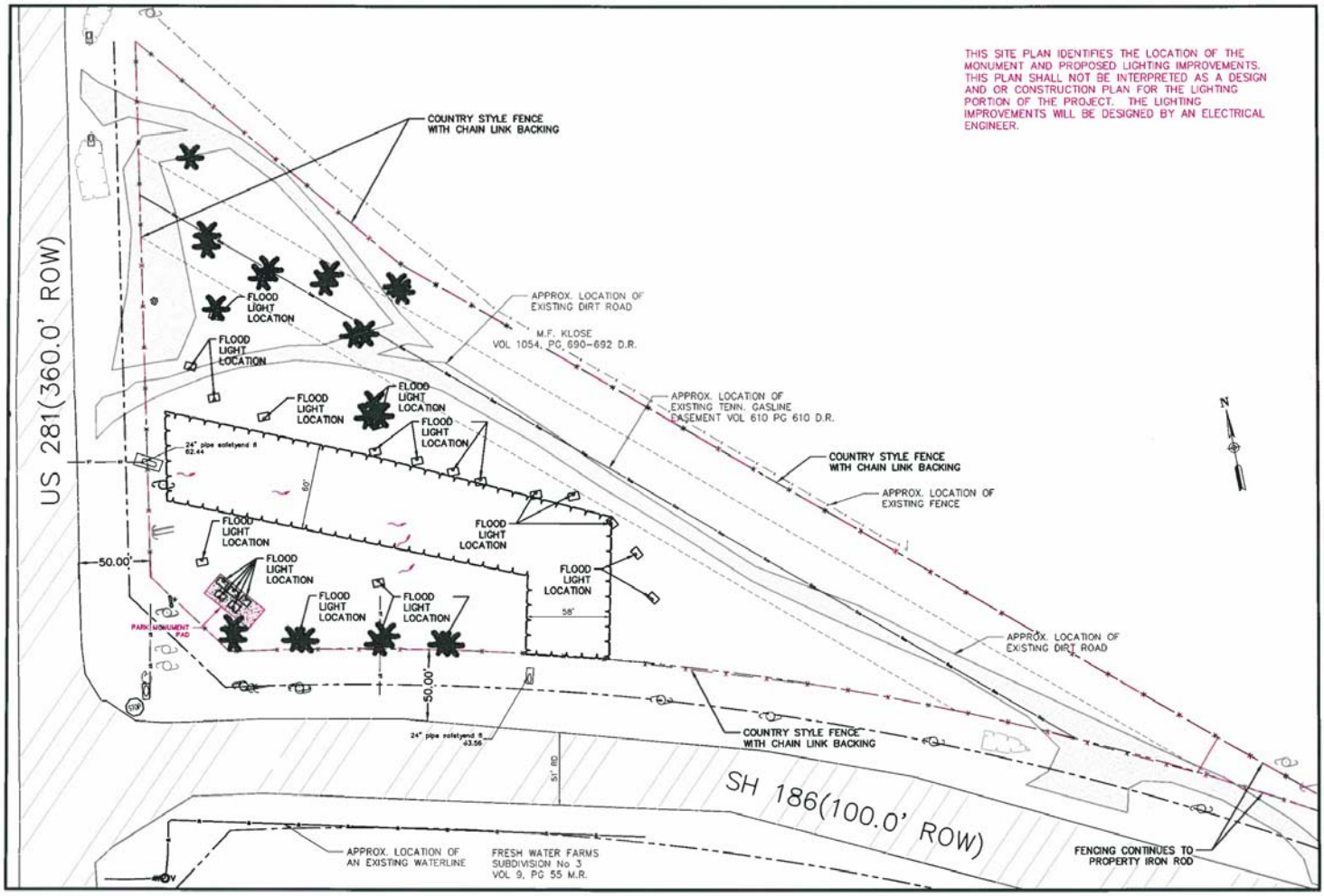
APRON FOR GROUND BOXES

(Where required)

(1) Place gravel "under" the box, not "in" the box. Gravel should not encroach on the interior volume of the box.
(2) Maintain sufficient space between all conduits so as to allow for proper installation of bushings.
(3) All conduits shall be installed in a neat and workmanlike manner.
(4) All conduits installed in the ground box shall be sealed after completion of conductor installation and any required pull tests. Silicone shall not be used as sealant.

05 ELECTRICAL PULL BOX DETAIL

SCALE: NONE



HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25 th. STREET
EDINBURG TX. 78539
TEL: (956) 318-2460 FAX: (956) 318-2464
www.co.hidalgo.tx.us
PAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

COMMISSIONER
JOSE "PEPE" PALACIOS
HIDALGO COUNTY PCT 4

DRAINAGE IMPROVEMENTS PROJECT

SAN MANUEL PROJECT
(US 281 AND SH 186)

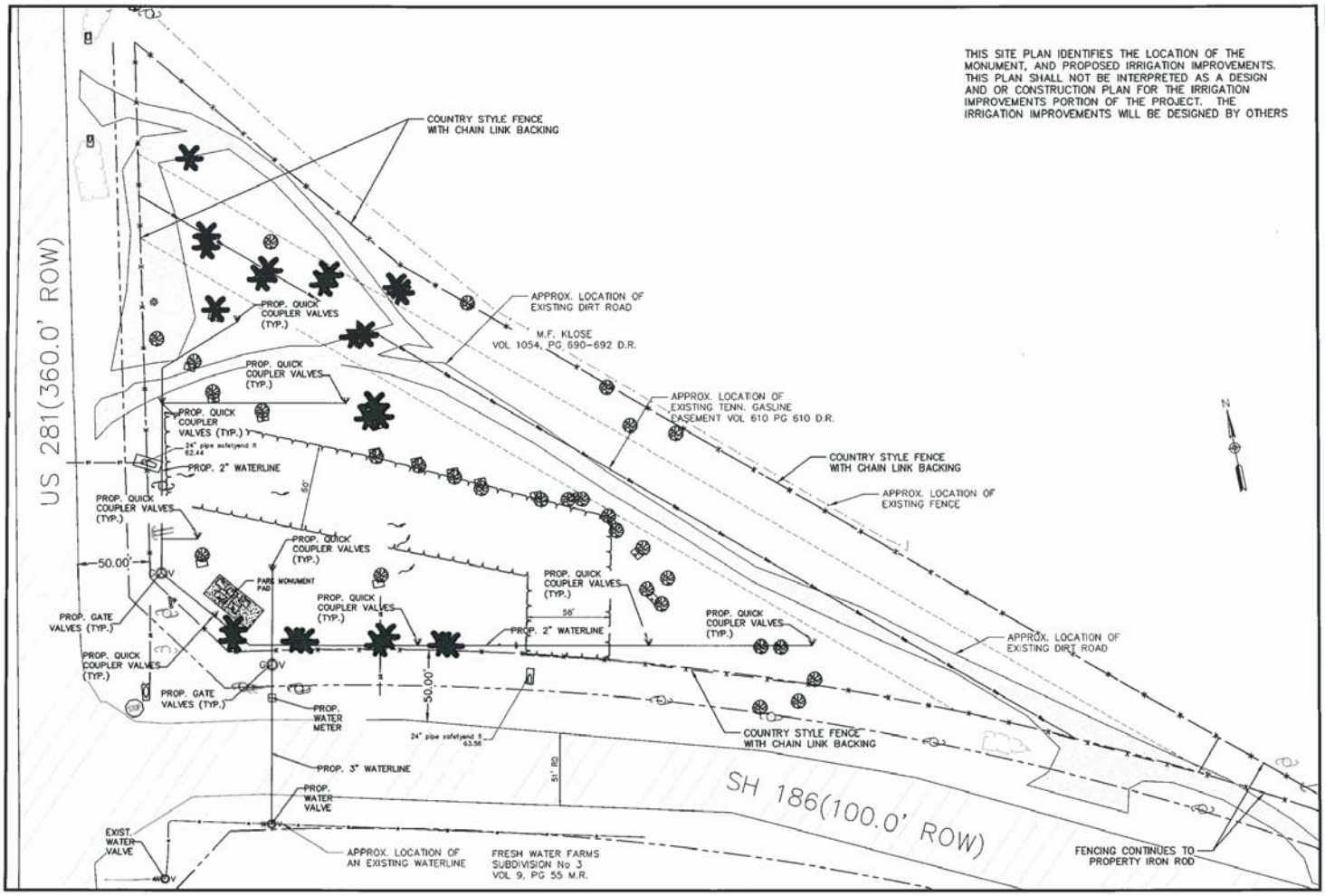
SITE IMPROVEMENT PLAN

PAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

This seal appearing on this document was authorized by Paul E. Sesin P.E. No. 86374 on the date adjacent to the seal.

PAUL E. SESIN, P.E. No. 86374

SCALE:	1"=100'
DRAWN BY:	CYNTHIA PEREZ
CHECKED BY:	RAUL E. SESIN
COPY BY:	EDGAR ISIDRO
SHEET:	S-3



HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25 th. STREET
EDINBURG, TX. 78539
TEL: (956) 383-6937 FAX: (956) 318-2644
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

COMMISSIONER
JOSHEPH PALACIOS
HIDALGO COUNTY PCT 4
DRAINAGE IMPROVEMENTS PROJECT

SAN MANUEL PROJECT
(US 281 AND SH 186)
IRRIGATION IMPROVEMENT LAYOUT

RAUL E. SESIN
86374
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. 86374 on 12/20/2021

RAUL E. SESIN, P.E. 86374
SCALE: 1"=100'
DRAWN BY: CYNTHIA PEREZ
CHECKED BY: RAUL E. SESIN
COPY BY: EDGAR ISIDRO
SHEET: S-4

SPECIAL MEETING - MARCH 5, 2013

BE IT REMEMBERED, that on this 5th day of March A.D., 2013, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and **ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT** of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
March 5, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
All members of the Court were counted present.

2. **Pledge of Allegiance**
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**
Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.

5. **Open Forum**
-Opal Billman discussed her false imprisonment on her own property.
-Virginia Townsend questioned why the Constable Pct. 1 was asking for additional employees/positions if they obtained some from Constable Pct. 5, asked about the increase in price for the Constable Pct. 1. Building and asked the Court to testify on the House Bills that would affect our Colonias.
-Fern McClaugherty expressed concerns as to how the Agenda was posted and on items 7.F & 7.H.
-Robert Geib presented the Court a claim from January 15, 2010 for review.
-Oscar Montoya provided the Court an update on the water allotment.

6. **County Judge's Office:**

A. Discussion and appropriate action regarding Hidalgo County's Legislative Agenda for the 83rd Session of the Texas Legislature and other legislative issues affecting Hidalgo County

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Resolution regarding HB 958

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C. Report on bills before the Texas Legislature of interest to Hidalgo County

Israel Rocha came before the Court to discuss how HB 1000/ SB 24 would affect the merging of the universities and the creation of a medical school. Mr. Rocha clarified that in order to create the medical school, they would need: 1) Authorizing Language (HB 1000/ SB 24); and 2) Funding inserted into Appropriations Bill to ensure long term fiscal liability.

Ramiro Garza, Jr., City Manager for Edinburg, talked about some of the sponsors for HB 1000/ SB 24 and encouraged that the Commissioners' Court Members send a letter of support of the legislation for SB 24.

Raul Sesin, Planning Administrator, came before the Court to inform them that he had testified on HB 611. Mr. Sesin discuss how HB 611 would affect the County as it pertains to: 1)Escrow Requirements, 2) 90 day

16. **Planning Department - Raul Sesin:**

A. 1. Preliminary Approval
a. Lantana Ranch Phase 2 Subdivision – Pct. 3 (Hector Cortez)

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

2. Final Approval with Financial Guarantee
a. Los Feliz Phase I Subdivision – Pct. 4 (Oscar Garza, Jr.)

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0 - Unanimously

B. 1. Reimbursement of a Cash Deposit
a. Cardinal Lake Subdivision – Pct. 4 (Franz Schamberger)

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

17. **Precinct #1 - Comm. Cuellar:**

A. Pct.1 Mile 2 West:
Discussion, consideration, and approval of an Advance Funding Agreement (A.F.A.) between County of Hidalgo and Texas Department of Transportation for highway improvements to Mile 2 West CSJ# 0921-02-170 (from Mile 12 North Rd to US 83) with authority for County Judge to sign the required documents.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

18. **Precinct #4 - Comm. J. Palacios:**

A. Approval of Interlocal Cooperation Agreement between the County of Hidalgo and the Edinburg CISD (acquire tract of land for park purposes)

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Approval of Multiple Use Agreement by the State of Texas by and between the Texas Department of Transportation and Hidalgo County, Texas (for US 281 & SH 186 Linn-San Manuel Beautification Project)

APPROVED

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

19. **Budget & Management - Sergio Cruz:**

A. Approval of 2012 unappropriation of funds for the following grants:

Fund	Amount
Stop Truancy Grant - Fund 1285	$1,024.71

Monica Badillo

From: maria.lucio@co.hidalgo.tx.us
Sent: Thursday, February 28, 2013 2:07 PM
To: Monica Badillo
Cc: Martha Salazar; Leticia Saenz; darlene betancourt; moises salazar; Marcos Lopez; jesus ozuna; gloria.beltran
Subject: TXDOT Multiple Use Agreement for Precinct 4

Importance: High

Good Afternoon Monica,

The following is Mr. Crain's approval for the Multiple Use Agreement, should you need anything else please let me know. Thank you, have a great afternoon!

Sincerely,
Maria (Lulu) Lucio
Program Manager
Hidalgo County Precinct #4
Ph:956-292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "maria lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Thursday, February 28, 2013 2:01:17 PM
Subject: RE: Clarification onTXDOT Multiple Use Agreement for Precinct 4

Yes.

From: maria.lucio@co.hidalgo.tx.us [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Thursday, February 28, 2013 1:54 PM
To: Steve Crain
Subject: Re: Clarification onTXDOT Multiple Use Agreement for Precinct 4

Good Afternoon Mr. Crain,

As per your final review is this agreement approved as to form?
Thank you for all your assistance, have a great afternoon!

Sincerely,
Maria (Lulu) Lucio
Program Manager
Hidalgo County Precinct #4
Ph:956-292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and Hidalgo County, Texas, hereinafter called County, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day of _____, 20 13, the governing body for the County, entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the County's participation in this agreement with the State; and

WHEREAS, the County has requested the State to permit the construction, maintenance and operation of a public construction of a monument, irrigation, County equipment staging area, fencing, flag poles, lighting on the highway right of way, (General description of area)

as shown by the survey attached hereto as Exhibit A and made a part hereof for all purposes as shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the County will enter into agreements with the State for the purpose of determining the respective responsibilities of the County and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

County will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the County shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the County and found not to comply with ADA or TAS shall be corrected at the entire expense of the County.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for $1^1/_2$ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the County. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The County shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the County 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The County shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The County shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the County. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the County shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the County to pay or disburse any sum of money hereunder.

13. HOLD HARMLESS

The County shall indemnify and save harmless the State and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party. The County shall also indemnify and save harmless the State from any and all expense, including but not limited to attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the County, its agents, or employees authorized under this agreement. The County further agrees to indemnify and save harmless the State from and against all claims, demands, and causes of action of every kind and character brought by any employee of the party against the State due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the part of the County. The indemnification of the State shall extend for a period of three (3) years beyond the date of termination of this agreement.

14. INSURANCE

The County, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the County or it 's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

15. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

16. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The County shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

17. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

18. CIVIL RIGHTS ASSURANCES

The County, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the County shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

19. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

20. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

21. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The County must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the County if that service is authorized by this agreement.

22. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

23. COMPLIANCE OF THE LAW

The County shall comply with all federal, state, and local law, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

24. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	**(Name of other party)** (Mailing Address)
Texas Department of Transportation Maintenance Division 125 East 11th Street Austin, Texas 78701-2483	County of Hidalgo Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, TX 78540-0758

25. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the County _____ on the _____ day of _____, 2013, and the State on the _____ day of _____, 2013.

County of Hidalgo
(Name of other party)

By: _____
Title

Ramon Garcia, County Judge
Printed Name

_____
Date

STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Maintenance Division

_____
Printed Name

_____
Date

Approved as to Form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

APPROVAL RECOMMENDED:

_____
District Engineer

_____
Printed Name

_____
Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT E

CERTIFICATE OF INSURANCE

Form 1560
(Rev. 07/12)
Previous editions of this form may not be used.

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: HIDALGO COUNTY

Street/Mailing Address: PO BOX 1356

City/State/Zip: EDINBURG, TX 78540

Phone Number: (956) 292 - 7032

WORKERS' COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #: ( ) -	
Address:			City, State, Zip:	
Type of Insurance	**Policy Number**	**Effective Date**	**Expiration Date**	**Limits of Liability:**
Workers' Compensation				Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: THE PRINCETON EXCESS SURPLUS LINES			Carrier Phone #: (800) 305 - 4594	
Address: 555 COLLEGE ROAD EAST			City, State, Zip: PRINCETON, NJ 08543	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Commercial General Liability Insurance	N1A3RL000008700	01/01/2013	01/01/2014	Not Less Than: ~~$ 600,000 each occurrence~~ $1,000,000/2,000,000

BUSINESS AUTOMOBILE POLICY:

Carrier Name: THE PRINCETON EXCESS SURPLUS LINES			Carrier Phone #: (800) 305 - 4594	
Address: 555 COLLEGE ROAD EAST			City, State, Zip: PRINCETON, NJ 08543	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Business Automobile Policy	N1A3RL000008700	01/01/2013	01/01/2014	Not Less Than: ~~$ 600,000 combined single limit~~ $1,000,000 CSL

UMBRELLA POLICY (if applicable):

Carrier Name:			Carrier Phone #: ( ) -	
Address:			City, State, Zip:	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

Agency Name	**Address**		**City, State, Zip Code**
MONTALVO INSURANCE	PO BOX 2		WESLACO, TX 78599
(956) 968 - 5521			02/06/2013
Authorized Agent's Phone Number		**Authorized Agent Original Signature**	**Date**

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2013

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 1-818-539-2300 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. License #0726293 505 North Brand Boulevard, Suite 600 Glendale, CA 91203-3944 818-539-2300	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED TRISTAR Insurance Group, Inc. 100 Oceangate Avenue, Suite 700 Long Beach, CA 90802	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ZURICH AMER INS CO — 16535 INSURER B: AMERICAN GUAR & LIAB INS — 26247 INSURER C: Chartis Specialty Insurance Company — 26883 INSURER D: NATIONAL UNION FIRE INS CO OF PITTS — 19445 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 31386867 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			CPO554360200	01/01/13	01/01/14	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X Incl. Contractual Liab						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			CPO554360200	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Comp. Ded. X Coll. Ded.							$
B	UMBRELLA LIAB X OCCUR			AUC554347900	01/01/13	01/01/14	EACH OCCURRENCE	$ 7,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 7,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Errors & Omissions			01-455-76-23	01/01/12	01/31/13	Aggregate	10,000,000
D	Crime			01-450-15-52	01/01/12	01/31/13	Aggregate:	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance Only.

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Purchasing Dept. 2812 S. Business Highway 281 New Administration Building Edinburg, TX 78539 USA	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 Nicole E Johansing

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NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The SIGNATURE of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	$500,000 each occurrence
	$100,000 each occurrence
Property Damage	$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
CST – Contract Processing Unit (RA/200 – 1st Fl.)
125 E. 11th Street
Austin, TX 78701-2483
512/416-2540 (Voice), 512/416-2536 (Fax)

STATE OF TEXAS
COUNTY OF HIDALGO

METES AND BOUNDS DESCRIPTION
3.169 ACRES

BEING A 3.169 ACRE (138,058 S.F.) TRACT OF LAND OUT OF BLOCK 15 OF FRESH WATER FARMS SUBDIVISION No. 3 AS RECORDED IN VOLUME 9, PAGE 55 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, THAT CERTAIN 3.169 ACRE TRACT OF LAND CONVEYED TO STATE OF TEXAS, RECORDED IN VOLUME 2281, PAGES 727-730, AND OUT OF VOLUME 407, PAGES 143-146, OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS, ALSO BEING OUT OF TRACT 91, SAN SALVADOR DEL TULE GRANT SUBDIVISION, AS RECORDED IN VOLUME 10, PAGES 58-60 OF THE MAPS RECORDS OF HIDALGO COUNTY, TEXAS, SAID 3.169 ACRE TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 5/8-inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at the existing north right-of-way line of SH 186 (100.00 feet wide right-of-way), said point being on the tangency to a curve to the left with a radius of 1999.47 feet, for the southeast corner of this tract, from which a found 1/2-inch iron rod bears South 48°43'49" East, a distance of 311.07 feet;

THENCE, northwesterly, along the proposed south boundary line of said 3.169 acre tract, an arc length distance of 820.49 feet, a chord length of 814.74 feet, a chord bearing of North 69°29'52" West and a delta angle of 23°30'41" to a 5/8-inch iron rod with cap set on an angle corner of the herein described tract;

THENCE, North 80°10'00" West, continuing along the proposed south boundary line of said 3.169 acre tract, a distance of 8.01 feet to a 5/8-inch iron rod with cap set on the cutback line southerly point,for an angle corner of the herein described tract;

THENCE, North 35°26'28" West, continuing along cutback line, a distance of 75.00 feet to a 5/8-inch iron rod with cap set for an exterior corner of the herein described tract;

THENCE, North 09°17'04" East, along the proposed west boundary line of said 3.169 acre tract, a distance of 373.77 feet to a 5/8-inch iron rod with cap set at the intersection of the proposed west boundary line of said 3.169 acre tract, with the north right-of-way line of said SH 186 (old), for the northerly corner of the herein described tract;

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

THENCE, South 38°50'02" East, along the common line of said SH 186 (old) and that certain M.F. Klose Tract, recorded in volume 1054, Page 690-692, of the Deed Records of Hidalgo County, Texas, a distance of 239.73 feet to a 5/8 inch iron rod with cap set, for an angle corner of this tract;

THENCE, South 48°43'49" East, continuing along the common boundary line of said SH 186 (old) and M.F. Klone Tract, a distance of 803.47 feet to the **POINT OF BEGINNING** of the herein described tract of land, containing 3.169 acres (138,058 S.F.), more or less.

A survey plat of even date was prepared and is made a part of this metes and bounds description.



Juan M. Castillo June 11, 2012

Juan M. Castillo, R.P.L.S. No. 6146

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

Texas Department of Transportation
P.O. Box 1717: Pharr, Texas 78577-1717 : (956)702-6100

March 19, 2013

Mr. Joseph Palacios
Hidalgo County Commissioner Pct. No. 4
1501 N Doolittle
Edinburg, TX 78542

RE: Multiple Use Agreement- NE Corner of US 281 and SH 186

Dear Mr. Palacios,

We are in receipt of the Multiple Use Agreement (MUA) for the above referenced location, approved by Hidalgo County Commissioner's Court. After reviewing the information provided, we would request that Exhibit C of the MUA be updated to include all proposed improvements to the subject location. The plan sheets appended in the MUA only illustrate earthwork through re-grading of the area. However, page 1 of 9 requests the allowance of "a monument, irrigation, fencing, flag poles and lighting". Any enhancements that are planned to be included in this area must be shown in the plan set approved through the MUA by both parties.

Please have your project manager and/or designer coordinate with our office to assure that all plan details and specifications are included in the MUA. Once a complete plan set is submitted as Exhibit C, we can then forward to TxDOT's Maintenance Division for approval. If you have any questions or comments concerning this matter, please feel free to contact me at (956) 702-6250.
Thank you.

Sincerely,

Valente Ochoa Jr.

Valente Ochoa Jr., P.E.
Pharr Area Engineer

CC: Mario Jorge, P.E. (Pharr District Engineer)
Pedro Alvarez, P.E. (Pharr Director of Maintenance)

AI-38215 **Purchasing Department** **21. E. 1.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Sheriffs Office **Submitted By:** Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of final negotiated contract between Hidalgo County (Sheriff's Office/Department) and Four Paws Animal Hospital for provision of Veterinary Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Available funds as of 4/26/13.

Attachments

Contract

Veterinary Contract

COI-Four Paws

LEGAL REVIEW

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/26/2013 10:15 AM
Budget & Management	Angela Garcia	04/26/2013 10:19 AM
Olga Garza	Olga Garza	04/26/2013 03:41 PM
Auditor's Office	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Darlene Betancourt Started On: 04/12/2013 11:19 AM

Final Approval Date: 04/26/2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR VETERINARY SERVICES

THIS AGREEMENT is made on this the 30th day of April, 2013 by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (hereinafter "County") and Dr. Justin Cerelli, licensed by the State Board of Veterinary Medical Examiners, and Four Paws Animal Hospital (hereinafter "Contractor") to provide services for the Hidalgo County Sheriff's Office in the manner hereinafter provided.

WITNESSETH

WHEREAS, Contractor responded to a request for bids for "Veterinary Services" (the "Services"), as more particularly described in Exhibit "A"; and

WHEREAS, Contractor submitted a bid page, attached hereto as Exhibit "B", to provide Services in accordance with Exhibit "A" Request for Quotes attached hereto, and incorporated herein for all purposes, and;

WHEREAS, in recognition of and in consideration of Contractor's agreement to perform the Services in accordance with the specifications within the Request for Quotes the Commissioners Court of County awarded the bid to Contractor.

NOW, THEREFORE, FOR THE MUTUAL CONSIDERATION EXPRESSED HEREINAFTER, County and Contractor agree and covenant as follows:

1. Contractor shall be duly licensed by the Texas State Board of Veterinary Medical Examiners as prescribed by the Veterinary Licensing Act of the Texas Occupation Code, Chapter 801.

2. Contractor agrees to provide and perform the Services that include, but are not limited to, those set forth as follows and more particularly described in Exhibit "A" and "B":

    a. Provide the following vaccines on a yearly basis:

        i. Distemper,

        ii. Bordetella (every six (6) months),

        iii. Parvo-Virus,

        iv. Rabies, and

        v. Rattle Snake Immunization.

    b. Provide general health check-ups on an as needed and/or emergency basis.

    c. Provide fecal, heartworm diagnostic exams, blood analysis, and provide treatment for common internal and external parasites to include but not limited to the following:

        i. Heartworm preventative care, and

        ii. Topical external parasite prevention.

    d. Contractor shall have a response time of fifteen (15) minutes for regular, non-emergency calls and shall be immediately available by phone for emergency calls. Additionally, Contractor shall respond in fifteen (15) minutes to all visits.

    e. Contractor shall have trained and licensed technicians and/or staff sufficient enough to provide and respond to injury caused by trauma, including but not limited to advanced cardiac life support.

    f. Contractor, technicians and/or staff shall be required to maintain all necessary licensing as required by law for the entire duration of this contract and any

renewal or grace period thereafter.

3. The term of this Contract shall commence on April 30,2013 and continue through April 29,2014 and may be extended at the sole discretion of County for an additional one (1) year under the same rates, terms and conditions unless earlier terminated pursuant to the provisions herein. County reserves the right to continue this Contract for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.
4. As consideration for providing the services outlined above, Contractor shall be paid as outlined and accordance with the attached Exhibit "B" for services rendered. Invoices shall be paid to Contractor after the Hidalgo County Auditor's Office has completed its review process for each payment request.
5. Contractor represents and maintains that he is an independent contractor and is not an employee of the County, the Hidalgo County Sheriff's Office or any agency thereof, and represents and warrants that Contractor does not desire or request any fringe benefits provided to employees of the County, Hidalgo County Sheriff's Office and/or any agency of the County.
6. County and Contractor agree that either party may terminate this Agreement at any time during the term of this Agreement for any reason or no reason at all upon giving the other party notice of the desire to terminate this Agreement at least thirty (30) days in advance of the date of the proposed termination. In such event, this Agreement shall be null and void as of the date of termination and neither party shall have any further rights arising from the terms of this Agreement.
7. Contractor agrees to provide liability insurance covering his activities in providing the

services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act. Section 100.002 et.seq., Texas Civil Practice and Remedies Code with County as a named insured and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor which are attributable to the acts or omissions of Contractor or the acts or omissions of Contractor's employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

8. Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of County.

9. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and (i) shall either be sent personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

If to County:
County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78539

If to Contractor:
Four Paws Animal Hospital
Attn: Dr. Justin Cerelli
214 Conquest Blvd.
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time at it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Contractor and not otherwise.

13. Texas Law to Apply. This Agreement shall be construed under and in accordance with

the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

15. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

16. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Contractor in accordance with its terms.

20. Ethical Provision. It is understood that employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County 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 County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Representation and Warranties. Contractor represents and warrants to County that all representations and warranties of Contractor as contained in its responses to County's Request for Quotes are true and correct as of the date hereof. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its

sole discretion, elect to terminate this Contract, for cause. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained in County's Request for Quotes as a material inducement to County to enter into the Contract.

WITNESS THE HANDS OF THE PARTIES on this the____day of _____, 2013

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, COUNTY JUDGE

ATTEST:

_____
Arturo Guajardo Jr., COUNTY CLERK

CONTRACTOR:

By: _____
Dr. Justin Cerelli, PRESIDENT
FOUR PAWS ANIMAL HOSPITAL

Approved on Commissioners Court _____

APPROVED AS TO FORM:
Office of Criminal District Attorney, Hidalgo County
Rene Guerra

By:_____
Michael L. Garza
Assistant District Attorney

EXHIBIT "A"

REQUEST FOR QUOTES

FOR

VETERINARY SERVICES

EXHIBIT "A"

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"

SPECIFICATIONS

Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking a qualified licensed vendor (s) to conduct Veterinary Services on an "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF ALL QUOTES SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.

2. HIDALGO COUNTY MAY UTILIZES STATE AWARDED CONTRACTS WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.

3. VETERINARIAN SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.

4. VETERINARIAN SUBMITTING QUOTE WILL USE AUTHORIZED LICENSED PERSONNEL TO ADMINISTER THE FOLLOWING VACCINES ON A YEARLY BASIS:

   A- DISTEMPER
   B- BORDETELLA – (Recommended every 6 months)
   C- PARVO-VIRUS
   D- RABIES
   E- RATTLE SNAKE IMMUNIZATION

5. VETERINARY REQUIRED SERVICES:

   A- Must provide general health check up on a needed or emergency basis.
   B- Must provide fecal and blood analysis and provide treatment for common internal parasites.
   C- Must have staff trained to deal with injury caused by trauma.
   D- Must be able to provide advanced cardiac life support.
   E- Must be licensed to prescribe and administer various common canine medications.
   F- Must be able to provide screening for heartworms and provide treatment.
   G- Must be able to provide Heartworm Preventative (Heart Guard).
   H- Must be able to provide topical external Parasite Preventative (Frontline Plus).
   I- Must be able to provide yearly vaccinations as follows:
      Heartworm – Diagnostic Test
      Fecal Exams – Diagnostic Test
      Rattlesnake Booster
      Year supply of Heartgard & Frontline Plus

EXHIBIT "A" Cont..

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"

SPECIFICATIONS

6. THE INITIAL PURCHASE ORDER TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE $50,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR).

7. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF WORK TERM, IF APPLY (GENERAL LEABILITY).

8. ALL PRICES FOR CONSULT SHALL INCLUDE CONSIDERATION FOR PROCEDURE/ HOURLY RATE PLUS MEDICATIONS PERCENTAGE MARK UP (IF APPLICABLE).

9. ALL BILLING INVOICES WILL BE ITEMIZED (MEDICATION, LABOR, ETC....)

10. AWARD: HIDALGO COUNTY RESERVES THE RIGHT TO:

   A- SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(S) LISTED UNDER THIS QUOTE THAT IT DEEMS NECESSARY TO ACCOMMODATE BUDGETARY AND/OR OPERATIONAL REQUIREMENTS;
   B- REJECT ANY OR ALL QUOTES SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST 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 THE BEST INTEREST TO DO SO.

11. RESPOND TIME UPON CALL ON REGULAR BASIS: 15min HOURS

12. RESPOND TIME UPON CALL ON EMERGENCY BASIS: immediately available by Phone HOURS

13. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) N/A

14. WHAT WILL BE THE TRAVEL COST RATE BY ZONE AREA, IF APPLY: N/A

15. VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR EMERGENCIES, VENDOR MUST ALSO BE AVAILABLE FOR CONSULTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND:

   A- TIME TO LOCATION (Hospital) 20 min Does not Travel to site, treatment must be at Hospital
   B- RESPOND TIME FOR VISITING (In Hospital) 15 min

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERNINARY SERVICES"

BID PAGE

Services should be for a procedure/ hourly / time rate with mark up rate for Medical Supplies. Any and all additional Fees should be included in bid price (Reference to Exhibit "A" Specifications). (Please fill in time)

I- **VETERINARY SERVICES:**

A. Normal Business Hours 8 A.M. to 5:30 P.M. Emergency clinic 969-3323
B. After Hours, Weekends & Holidays ___ A.M. to ___ P.M.
C. Overnight Vet on call, who will respond incase of an Emergency Dr. Corelli
D. Mark Up (%) Rate for (Prescription) Medical Supplies: N/A

II- PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN When Arrives

III-

ITEM No.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Office Visit Charge (s)	1	46.75	46.75
2	Vet Emergency Office Visit Charges	1	150.00	150
3	Annual Vaccination Charge(s) Parvo/Distemper	1	14.75	14.75
4	Bordetella Vaccine	1	17.00	17.00
5	Rattle Snake Vaccine	1	24.50	24.50
6	Lepto Vaccine	1	12.55	12.55
7	Rabies Vaccine	1	17.40	17.40
8	HeartGard 51-100lbs. (6 Months)	1 Box	54.50	54.50
9	~~Frontline~~ 45-88lbs, (6 Months) TriTak	1 Box	122.40	122.40
10	Annual Wellness Exam	1	44.25	44.25
11	Wellness Screen	1	150.00	150.00
12	Heartworm Test	1	50.00	50.00
13	Fecal Examination	1	19.00	19.00

VENDOR / COMPANY NAME: Four Paws Animal Hospital
ADDRESS: 814 Conquest BLVD.
CITY/STATE/ZIP CODE: Edinburg, TX 78539
PHONE NUMBER: 956-383-2207 FAX NUMBER: 956-383-5153
AUTHORIZED SIGNATURE: Justin Corelli PRINTED NAME Justin Corelli
TITLE President DATE: 1-11-13

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

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Four Paws Animal Hospital

From: Juan Tapia
Hidalgo Co. Sheriff's Office

Date: April 8, 2013

Re: Negotiation for -"Hidalgo County Veterinary Services"

Pursuant to action taken by Hidalgo County Commissioner's Court this morning (Tuesday, March 26, 2013), please be advised that you have been selected to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on April 11, 2013.

Best and final offer of the proposed contract rate of $ 46.25 .

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or fax to (956)292-2932.

Signed: Justin Cerelli **Title:** President

Printed Name: Justin Cerelli

EXHIBIT "A" Cont.

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"

SPECIFICATIONS

6. THE INITIAL PURCHASE ORDER TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE $50,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR).

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   B- RESPOND TIME FOR VISITING. (In Hospital) 15mins. Treatment must be at Hospital

EXHIBIT "B"

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERNINARY SERVICES"

BID PAGE

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VENDOR / COMPANY NAME: Four Paws Animal Hospital
ADDRESS: 214 Conquest Blvd.
CITY/STATE/ZIP CODE: Edinburg, Tx 78539
PHONE NUMBER: (956) 383-2207 FAX NUMBER: (956) 383-5153
AUTHORIZED SIGNATURE: [signature] PRINTED NAME Justin Cerelli
TITLE President DATE: 4-9-13

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR VETERINARY SERVICES

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16. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Contractor in accordance with its terms.

20. Ethical Provision. It is understood that employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County 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 County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Representation and Warranties. Contractor represents and warrants to County that all representations and warranties of Contractor as contained in its responses to County's Request for Quotes are true and correct as of the date hereof. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its

sole discretion, elect to terminate this Contract, for cause. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained in County's Request for Quotes as a material inducement to County to enter into the Contract.

WITNESS THE HANDS OF THE PARTIES on this the____day of _____, 2013

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, COUNTY JUDGE

ATTEST:

_____
Arturo Guajardo Jr., COUNTY CLERK

CONTRACTOR:

By: _____
Dr. Justin Cerelli, PRESIDENT
FOUR PAWS ANIMAL HOSPITAL

Approved on Commissioners Court _____

APPROVED AS TO FORM:
Office of Criminal District Attorney, Hidalgo County
Rene Guerra

By:_____
Michael L. Garza
Assistant District Attorney

EXHIBIT "A"

REQUEST FOR QUOTES

FOR

VETERINARY SERVICES

EXHIBIT "A"

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"

SPECIFICATIONS

Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking a qualified licensed vendor (s) to conduct Veterinary Services on an "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF ALL QUOTES SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.

2. HIDALGO COUNTY MAY UTILIZES STATE AWARDED CONTRACTS WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.

3. VETERINARIAN SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.

4. VETERINARIAN SUBMITTING QUOTE WILL USE AUTHORIZED LICENSED PERSONNEL TO ADMINISTER THE FOLLOWING VACCINES ON A YEARLY BASIS:

   A- DISTEMPER
   B- BORDETELLA – (Recommended every 6 months)
   C- PARVO-VIRUS
   D- RABIES
   E- RATTLE SNAKE IMMUNIZATION

5. VETERINARY REQUIRED SERVICES:

   A- Must provide general health check up on a needed or emergency basis.
   B- Must provide fecal and blood analysis and provide treatment for common internal parasites.
   C- Must have staff trained to deal with injury caused by trauma.
   D- Must be able to provide advanced cardiac life support.
   E- Must be licensed to prescribe and administer various common canine medications.
   F- Must be able to provide screening for heartworms and provide treatment.
   G- Must be able to provide Heartworm Preventative (Heart Guard).
   H- Must be able to provide topical external Parasite Preventative (Frontline Plus).
   I- Must be able to provide yearly vaccinations as follows:
      Heartworm – Diagnostic Test
      Fecal Exams – Diagnostic Test
      Rattlesnake Booster
      Year supply of Heartgard & Frontline Plus

EXHIBIT "A" Cont..

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"

SPECIFICATIONS

6. THE INITIAL PURCHASE ORDER TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE $50,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR).

7. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF WORK TERM, IF APPLY (GENERAL LEABILITY).

8. ALL PRICES FOR CONSULT SHALL INCLUDE CONSIDERATION FOR PROCEDURE/ HOURLY RATE PLUS MEDICATIONS PERCENTAGE MARK UP (IF APPLICABLE).

9. ALL BILLING INVOICES WILL BE ITEMIZED (MEDICATION, LABOR, ETC....)

10. AWARD: HIDALGO COUNTY RESERVES THE RIGHT TO:

   A- SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(S) LISTED UNDER THIS QUOTE THAT IT DEEMS NECESSARY TO ACCOMMODATE BUDGETARY AND/OR OPERATIONAL REQUIREMENTS;
   B- REJECT ANY OR ALL QUOTES SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST 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 THE BEST INTEREST TO DO SO.

11. RESPOND TIME UPON CALL ON REGULAR BASIS: 15min HOURS

12. RESPOND TIME UPON CALL ON EMERGENCY BASIS: immediately available by Phone HOURS

13. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) N/A

14. WHAT WILL BE THE TRAVEL COST RATE BY ZONE AREA, IF APPLY: N/A

15. VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR EMERGENCIES, VENDOR MUST ALSO BE AVAILABLE FOR CONSULTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND:

   A- TIME TO LOCATION (Hospital) 20 min Does not Travel to site, treatment must be at Hospital
   B- RESPOND TIME FOR VISITING (In Hospital) 15 min

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERNINARY SERVICES"

BID PAGE

Services should be for a procedure/ hourly / time rate with mark up rate for Medical Supplies. Any and all additional Fees should be included in bid price (Reference to Exhibit "A" Specifications). (Please fill in time)

I- **VETERINARY SERVICES:**

A. Normal Business Hours 8 A.M. to 5:30 P.M. Emergency clinic 969-3323
B. After Hours, Weekends & Holidays ___ A.M. to ___ P.M.
C. Overnight Vet on call, who will respond incase of an Emergency Dr. Corelli
D. Mark Up (%) Rate for (Prescription) Medical Supplies: N/A

II- PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN When Arrives

III-

ITEM No.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Office Visit Charge (s)	1	46.75	46.75
2	Vet Emergency Office Visit Charges	1	150.00	150
3	Annual Vaccination Charge(s) Parvo/Distemper	1	14.75	14.75
4	Bordetella Vaccine	1	17.00	17.00
5	Rattle Snake Vaccine	1	24.50	24.50
6	Lepto Vaccine	1	12.55	12.55
7	Rabies Vaccine	1	17.40	17.40
8	HeartGard 51-100lbs. (6 Months)	1 Box	54.50	54.50
9	~~Frontline~~ 45-88lbs, (6 Months) TriTak	1 Box	122.40	122.40
10	Annual Wellness Exam	1	44.25	44.25
11	Wellness Screen	1	150.00	150.00
12	Heartworm Test	1	50.00	50.00
13	Fecal Examination	1	19.00	19.00

VENDOR / COMPANY NAME: Four Paws Animal Hospital
ADDRESS: 814 Conquest BLVD.
CITY/STATE/ZIP CODE: Edinburg, TX 78539
PHONE NUMBER: 956-383-2207 FAX NUMBER: 956-383-5153
AUTHORIZED SIGNATURE: Justin Corelli PRINTED NAME Justin Corelli
TITLE President DATE: 1-11-13

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

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Four Paws Animal Hospital

From: Juan Tapia
Hidalgo Co. Sheriff's Office

Date: April 8, 2013

Re: Negotiation for -"Hidalgo County Veterinary Services"

Pursuant to action taken by Hidalgo County Commissioner's Court this morning (Tuesday, March 26, 2013), please be advised that you have been selected to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on April 11, 2013.

Best and final offer of the proposed contract rate of $ 46.25 .

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or fax to (956)292-2932.

Signed: Justin Cerelli **Title:** President

Printed Name: Justin Cerelli

EXHIBIT "A" Cont.

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"

SPECIFICATIONS

6. THE INITIAL PURCHASE ORDER TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE $50,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR).

7. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF WORK TERM, IF APPLY (GENERAL LEABILITY).

8. ALL PRICES FOR CONSULT SHALL INCLUDE CONSIDERATION FOR PROCEDURE/ HOURLY RATE PLUS MEDICATIONS PERCENTAGE MARK UP (IF APPLICABLE).

9. ALL BILLING INVOICES WILL BE ITEMIZED (MEDICATION, LABOR, ETC....)

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   C- AWARD THE BID TO ONE BIDDER OR TO MULTIPLE BIDDERS IF THE COUNTY DETERMINES IT IS IN THE BEST INTEREST TO DO SO.

11. RESPOND TIME UPON CALL ON REGULAR BASIS: 15 mins HOURS

12. RESPOND TIME UPON CALL ON EMERGENCY BASIS: Immediately available by phone. HOURS

13. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) N/A

14. WHAT WILL BE THE TRAVEL COST RATE BY ZONE AREA, IF APPLY: N/A

15. VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR EMERGENCIES. VENDOR MUST ALSO BE AVAILABLE FOR CONSULTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND:

   A- TIME TO LOCATION (Hospital) 20 min Doesnot travel to site,
   B- RESPOND TIME FOR VISITING. (In Hospital) 15mins. Treatment must be at Hospital

EXHIBIT "B"

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERNINARY SERVICES"

BID PAGE

Services should be for a procedure/ hourly / time rate with mark up rate for Medical Supplies. Any and all additional Fees should be included in bid price (Reference to Exhibit "A" Specifications). (Please fill in time)

I- **VETERINARY SERVICES:**

A. Normal Business Hours 8 A.M. to 5:30 P.M.
B. After Hours, Weekends & Holidays ___ A.M. to ___ P.M. - Emergency Clinic 969-3383
C. Overnight Vet on call, who will respond incase of an Emergency Dr. Cerelli
D. Mark Up (%) Rate for (Prescription) Medical Supplies: N/A

II- PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN When Arrives

III-

ITEM No.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Office Visit Charge (s)	1	46.25	46.25
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12	Heartworm Test	1	50.00	50.00
13	Fecal Examination	1	19.00	19.00

VENDOR / COMPANY NAME: Four Paws Animal Hospital
ADDRESS: 214 Conquest Blvd.
CITY/STATE/ZIP CODE: Edinburg, Tx 78539
PHONE NUMBER: (956) 383-2207 FAX NUMBER: (956) 383-5153
AUTHORIZED SIGNATURE: [signature] PRINTED NAME Justin Cerelli
TITLE President DATE: 4-9-13

FOURP-1 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/25/13

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 Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC 956-682-2841 956-630-4015	CONTACT NAME: Cheryl Hicks PHONE (A/C, No, Ext): 956-630-4010 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: chicks@swkins.com
INSURED Four Paws Animal Hospital Dr. Justin Cerelli DVM, PC,dba 214 Conquest Blvd. Edinburg, TX 78539	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Assurance Company of America 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	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PAS01923319	10/07/12	10/07/13	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	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 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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

HIDALG1

Hidalgo County Sheriff's Department
711 El Cibolo Rd
Edinburg, TX 78541

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

Cynthia Cabaza

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The ACORD name and logo are registered marks of ACORD

Subject: Fwd: VET SERVCES

[redacted]

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

----- Forwarded Message -----
From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "juan tapia" <juan.tapia@hidalgoso.org>, "Darlene Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Monday, March 25, 2013 2:38:22 PM
Subject: RE: VET SERVCES

Marty,

Attached is the contract for veterinary services that is approved as to form.

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.
****

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, March 22, 2013 4:28 PM
To: michael garza
Cc: juan tapia; Darlene Betancourt; josephine ramirez
Subject: Re: VET SERVCES

Mr. Michael:
In connection with your response as to the type of form of agreement we should utilize for the vet services for the Sheriff's Office, I originally provided you a draft of the agreement which attached. Please review and comment as to form. We do have the item on for next Tuesday, March 26, 2013. We must have the the agreement as supporting documentation.
Thanks,

AI-38240 **Purchasing Department 21. E. 2.**

CC REGULAR

Meeting Date: 04/30/2013

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

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Sealed Quotes (RFSQ) titled: Hidalgo County Sheriff's Office-"Purchase of New Correctional Safety Mattresses & Replacement Covers" through project No.: 2013-054-02-28-SGS.

BACKGROUND

1. Contract will commence upon approval of Commissioner's Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-002-0-607

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

BUDGETARY IMPACT:

Available balance: $162,887.24 as of 04/25/13.

Attachments

Packet to Award

Contract & legal approval

Expenditures-2012 & 2013

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/24/2013 05:15 PM
Budget & Management	Angela Garcia	04/25/2013 08:17 AM
Olga Garza	Olga Garza	04/25/2013 03:21 PM
Auditor's Office	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Sandy Suarez Started On: 04/15/2013 11:22 AM

Final Approval Date: 04/26/2013

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

RECEIVED
MAR 25 2013
By 3:16

MEMORANDUM

TO: **Rene Gonzalez, Commander**
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **March 08, 2013**

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST AND /OR REJECTION**
RFSQ No. 2013-054-02-28-SGS-Hidalgo County Sheriff's Office- **"Purchase of New Correctional Safety Mattresses & Replacement Covers"**

We have received five (5) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the RFSQ responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and/or rejection of all responses and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us,**

Indicate the Recommendation and/or reason of rejection in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS: Please AWARD to Viny/ Products & CONTRACT Agreement AS specifications Only Vendor meeting. Requirements

Budget Acct No.: 3-1100-423-21-280-002-0-607.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Rene Gonzalez	HCSO	3/25/2013

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
RFSQ TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

RFSQ OPENING DATE: February 28, 2013	**RFSQ OPENING TIME: 9:30 A.M.**

DESCRIPTION OF RFSQ: "PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACE MENT COVERS"

RFSQ NO: 2013- 054-02-28-SGS	**BUYER: SANDY SUAREZ**

	RECOMMENDED PARTICIPANT	**ITEMS**	**UNIT PRICE**
1	**VINYL PRODUCTS, MFG, INC.**	Mattresses	$ 103.99
		Replacement Covers	$ 44.99

INTERNAL USE ONLY - Commodity Code: 420-68 & 850-60

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFSQ

BID OPENING DATE: February 28, 2013 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS"

RFSQ NO: 2013-054-02-28--SGS **BUYER:** SANDY SUAREZ

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Bob Barker Company, Inc. **Attn: Miranda Pixton**	BML	Sandy Suarez	02/08/13	PO BOX 429 FUQUAY-VARINA, NC 27526 P# 800-334-9880 F# 800-322-7537 mirandapixton@bobbarker.com ✓
Charm-Tex, Inc. **Attn: Estelle Ashenberg**	BML	Sandy Suarez	02/08/13	1618 Coney Island Ave. Brooklyn, NY 11230 P# 718-252-8100 F# 718-258-8303 estelle@charm-tex.com ✓ Kaily Kellner [kaily@charm- ✓
ICS **Attn: Britnney Sims**	BML	Sandy Suarez	02/08/13	PO BOX 21066 WACO, TX. 75702 P# 800-524-5427 F# 800-370-7019 Sales5@icswaco.com Patrick Ishimwe [bids@icswaco.com]- ✓ correct dept ⇧
Robinson Textiles **Attn: Cindy Murphy**	BML	Sandy Suarez	02/08/13	152 W. Walnut St. Ste. 250 Gardena, CA 90248 P# 800-421-5582 F# 800-370-7019 cindymurphy248@aol.com ✓
Vinyl Products Mfg. Inc. **Attn: Yvonne Sartain**	BML	Sandy Suarez	02/08/13	PO BOX 649 CARSON CITY, NV. 89702 P# 800-648-0997 F# 775-882-3581 thebestsleep@aol.com ✓
CHEM TICK **Attn: Rich**	EM	Sandy Suarez	02/08/13	rich@chemtick.com ✓ P# 516-997-0900 N.J.
Derby Mattress **Ken Chrzan** **Attn: Evelyn, Bid Administrator**	EM	Sandy Suarez	02/08/13	evelyn@derbyindustries.com ✓
Cornerstone Detention **Kevin Leonard**	EM	Sandy Suarez	02/08/13	[kleonard@cornerstonedetention.com] ✓

*VIA:
IN PERSON (IP)
E-MAIL (EM)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

REQUIREMENTS AGREEMENT
C-13-054-04-30

THIS AGREEMENT (the "Agreement") is entered into effective as of the **30th** day of **April**, **2013** by and between **Vinyl Products Manufacturing, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** including for the **"Purchase** of **New Correctional Safety Mattresses** and **Replacements Covers" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Quotes (RFSQ) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver by a third party carrier at the sole cost and expense of the Seller to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend for an additional one (1) year term under the same rates terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on a **APRIL 30, 2013** and expire on **APRIL 29, 2014** and it is agreed that the Products will meet the Specifications in the Request for Sealed Quotes (RFSQ) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Vinyl Products Manufacturing, Inc.
Attn: Yvonne Sartain-Twyer
10117 Highway 50 East
Carson City, NV 89706

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it

is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

p. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____, 2013

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Hon. Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo Jr., County Clerk

COMPANY:
Vinyl Products Manufacturing, Inc.

By:_____
Printed Name: Yvonne Sartain-Twyer
Title: Sales Representative

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 08, 2013

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Seals Quotes -**"PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS"**
RFSQ No: 2013-054-02-28-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Sealed Quotes process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

Enclosures

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

REQUEST FOR SEALED QUOTES (RFSQ)

TABLE OF CONTENTS

HIDALGO COUNTY SHERIFF'S OFFICE

"PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS"
RFSQ NO: 2013-054-02-28-SGS

Item	Description	No. of Pages
1.	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you,

Sandy Suarez, Buyer II

February 08, 2013
Date

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE

"PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS"

RFSQ OPENING DATE:

FEBRUARY 28, 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed quotes will be received for **"- HIDALGO COUNTY SHERIFF'S OFFICE- PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.

2. All RSFQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFSQ NO. 2013-054-02-28-SGS- HIDALGO COUNTY-PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. Thursday, February 28, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFSQs RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ NO.: 2013-054-02-28-SGS.

   Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the RFSQ 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 RFSQs and re-advertise.

5. **For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQs including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQ.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this 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 Sealed Quotes. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number and contract number (if any)
  d) Notation-**"HIDALGO COUNTY SHERIFF'S OFFICE-PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

RFSQ Opening 9:30 A.M.	**February 28, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. ~~BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (IF APPLICABLE FOR PUBLIC WORKS PROJECTS):~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase

request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

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

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or RFSQ 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. RFSQs, 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 Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful 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 participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful participant, or of any agent, employee, subcontractor or supplier of successful participant in the execution of, or performance under, any contract which may result from 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 participant shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful participant.

28. Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Sealed Quote shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Request for Seal Quote
for
HIDALGO COUNTY SHERIFF'S OFFICE
"PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS"

To: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Purchase of New Correctional Safety Mattresses & Replacement Covers"
RFSQ No.:2013-054-02-28-SGS

PROJECT OVERVIEW:

Hidalgo County Sheriff's Office is requesting sealed quotes for a contract for the "*PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS*" on an **"As Needed Basis**, but in no event to exceed the $50,000.00 (per year) statutory bid limit including, but not limited to the following:

I. GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal to or better. Any RFSQ that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "New Correctional Safety Mattresses & Replacement Covers" on an **"As Needed Basis"** including, but not limited to, the following:

II. SPECIFICATIONS:

III.

"Window Clear" Heavy Duty Vinyl Mattress- (equal to or better)

SIZE:	25"x75"x4
MATERIAL:	20 mil PVC vinyl - (heavy duty)
COLOR	Window clear-calendered
SEAMS	Hermetically welded- lap seams **(No sewn seams)**
CORE	Fiber (flame resistant)
QUANTITY:	No set quantity - **"As Needed Basis"**
WARRANTY	Minimum of 3 years
SAMPLE	6" X 6" (labled and marked "mattress")

"Window Clear" Mattress Replacement Cover- (equal to or better)

SIZE:	25"x75"x4
MATERIAL:	20 mil PVC vinyl-heavy duty
COLOR	Window clear-calendered
SEAMS	Hermetically welded- lap seams **(No sewn seams)**
QUANTITY:	No set quantity - **"As Needed Basis"**
WARRANTY	Minimum of 3 years
SAMPLE	6" X 6" (labled and marked "replacement cover")

IV. REQUIREMENTS AND TERMS, CONDITIONS :

1. All mattresses and covers must be **new** and unused.

2. Mattresses and covers must be hypoallergenic, fire retardant, anti-bacterial, fluid resistant, odor-resistant and mildew resistant

3. Mattresses and covers must be easy to clean and be crack and tear resistant.

4. **A 6" x 6" sample**, of each item (mattress & replacement cover) **must** be included in REFQ response. Each must be labeled with Business name, address & phone number and marked "mattress and/or "replacement cover".

5. This contract is to be used by the Hidalgo County Adult Detention Facility.

6. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

7. All RFSQ prices for items shall take into consideration shipping and handling costs. All prices are to be F.O.B. destination.

8. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

9. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term with sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays.

10. Hidalgo County reserves the right to hold RFSQs for a period of ninety (90) days without taking any action.

11. The Insurance Requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

12. Hidalgo County reserves the right to award to one (1) or multiple vendors if the County determines it is in its best interest to do so.

13. Award the contract to the responsible participant who summits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible participants summit the lowest and best, bid will be made to the responsible participant(s) submitting the lowest bid prices for the item(s) as specified.

14. Prices must be firm for the entire contract period and each consecutive contract period.

15. 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) day's written notice prior to be cancellation

16. Hidalgo County reserves the right to refuse and reject any/all request for sealed quotes and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most valuable to Hidalgo County.

17. **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.**

18. **Name Brands**: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

V. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Sandy Suarez, Buyer II, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or e-mail to sandy.suarez@co.hidalgo.tx.us by no later than, **Wednesday, February 20, 2013 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, February 22, 2013 by 5:00 p.m.**

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE

" PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS""

RFSQ NO. 2013-054-02-28-SGS

INTERNAL USE ONLY - Commodity Code: 420-68 & 850-60

DESCRIPTION	UNIT PRICE
"WINDOW CLEAR" Vinyl Mattress 25"x75"x4 - 20 mil PVC vinyl	**$**_____**Ea**
"WINDOW CLEAR" Replacement Covers 25"x75"x4 - 20 mil PVC vinyl	**$** _____**Ea**

1. 6" x 6" Sample included for Mattress: _____Yes _____No
2. 6" x 6" Sample included for Replacement cover: _____Yes _____No

Specify Any Comments or Deviation:_____

_____

_____

_____

_____

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE

" PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS""

RFSQ NO. 2013-054-02-28-SGS

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELL NUMBER: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as **additional insured** 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.

Revised 03/11/11

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER. _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS FORM MUST ACCOMPANY BID PACKET)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds (if applicable): _____.
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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS FORM MUST ACCOMPANY BID PACKET)

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 e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP or RFQ is to be subcontracted with Certified HUB sources? : _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 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

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.)

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 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

		-							

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 ▶	Date ▶

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.

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.

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:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
BID PAGE

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE

" PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS""

RFSQ NO. 2013-054-02-28-SGS

INTERNAL USE ONLY - Commodity Code: 420-68 & 850-60

DESCRIPTION	UNIT PRICE
"WINDOW CLEAR" Vinyl Mattress 25"x75"x4 - 20 mil PVC vinyl	$ 103.99 Ea
"WINDOW CLEAR" Replacement Covers 25"x75"x4 - 20 mil PVC vinyl	$ 44.99 Ea

1. 6" x 6" Sample included for Mattress: ✓ Yes ___ No
2. 6" x 6" Sample included for Replacement cover: ✓ Yes ___ No

OPENED
9:46
2-20-13
Witnessed

Specify Any Comments or Deviation: New 8 year warranty on ULTRA Mattress

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE

" PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACEMENT COVERS""

RFSQ NO. 2013-054-02-28-SGS

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME: Vinyl Products Mfg. Inc.

ADDRESS: 10117 Hwy 50 East

CITY/STATE/ZIP: Carson City, NV 89706

PHONE NUMBER: 775-882-4472

FAX NUMBER: 775-882-3581

CELL NUMBER: N/A

CONTACT PERSON: Yvonne Sartain-Dwyer

E-MAIL ADDRESS: thebestsleep@aol.com

AUTHORIZED SIGNATURE: Yvonne Sartain-Dwyer

TITLE: Sales Representative

DATE: 2/12/13

HIDALGO COUNTY PURCHASING DEPARTMENT
RFSQ TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

RFSQ OPENING DATE: February 28, 2013	**RFSQ OPENING TIME: 9:30 A.M.**

DESCRIPTION OF RFSQ: "PURCHASE OF NEW CORRECTIONAL SAFETY MATTRESSES & REPLACE MENT COVERS"

RFSQ NO: 2013- 054-02-28-SGS	**BUYER: SANDY SUAREZ**

	RECOMMENDED PARTICIPANT	**ITEMS**	**UNIT PRICE**
1	**VINYL PRODUCTS, MFG, INC.**	Mattresses	$ 103.99
		Replacement Covers	$ 44.99

INTERNAL USE ONLY - Commodity Code: 420-68 & 850-60

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2013

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: Carol Monda	
Meridian Insurance Services - NV	PHONE (A/C, No, Ext): (775)883-8880	FAX (A/C, No): (775)883-1929
P.O. Box 633	E-MAIL ADDRESS: carol@misnv.com	
Carson City NV 89702	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Atain Specialty Insurance	17159
INSURED	INSURER B:	
Vinyl Products Manufacturing Inc	INSURER C:	
P. O. Box 649	INSURER D:	
	INSURER E:	
Carson City NV 89702	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1332604926 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CIP147751	7/23/2012	7/23/2013	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 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	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 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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

sandy.suarez@co.hidalgo.tx

Hidalgo County Purchasing Dept.
Sandy Suarez
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carol Monda/CAROLM

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve-Contract #C-13-054-04-30-Vinyl Products Manufacturing, Inc.-HCSO

From : Steve Crain <scrain@atlashall.com> Wed, Apr 17, 2013 01:28 PM

Subject : RE: Review & Approve-Contract #C-13-054-04-30-Vinyl Products Manufacturing, Inc.-HCSO

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, April 17, 2013 10:41 AM
To: Steve Crain
Subject: Re: Review & Approve-Contract #C-13-054-04-30-Vinyl Products Manufacturing, Inc.-HCSO
Importance: High

Good morning, Mr. Crain-

Please review and approve as to form with "revised" wording reflecting "Seller" instead of "Company".

Please advise.

Thank you.

Letty

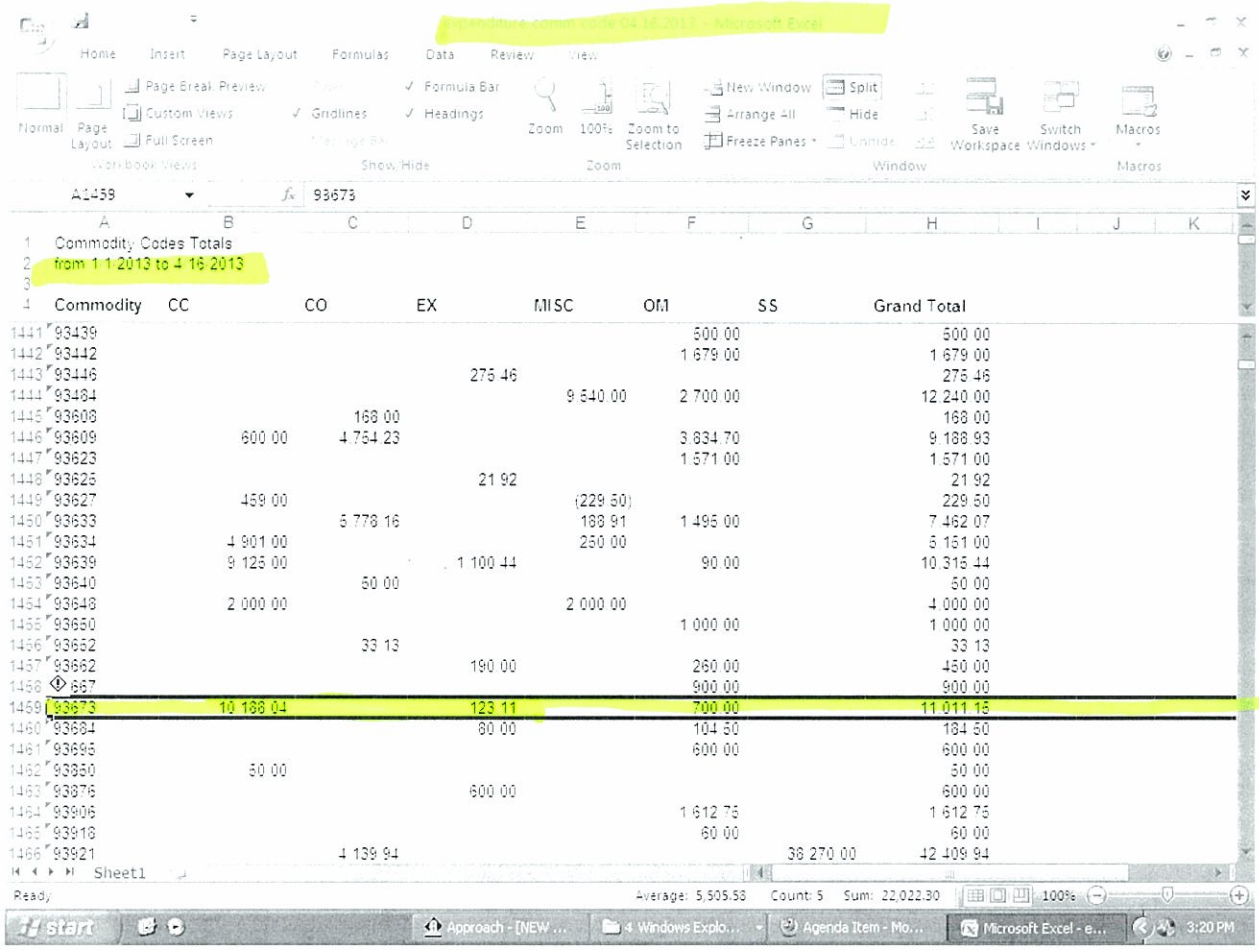
From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, April 16, 2013 5:01:13 PM
Subject: RE: Review & Approve-Contract #C-13-054-04-30-Vinyl Products Manufacturing, Inc.-HCSO

Change “Company” to “Seller”.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, April 16, 2013 3:08 PM
To: Steve Crain

Commodity Codes Totals
from 1/1/2011 to 12/27/2012

Commodity	CC	CO	EX	MISC	OM	SS	Grand Total
93636					150.00		150.00
93638					274.75		274.75
93639	14,905.00	9.38		5,000.00	1,565.00		21,479.38
93640			101.25	446.34			547.59
93641					7.99		7.99
93648			260.00				260.00
93650					500.00		500.00
93652		59.67					59.67
93655		686.98					686.98
93657			998.64	(885.00)	1,135.00		1,248.64
936609					790.00		790.00
93662		110.29	519.33	578.62	1,561.17		2,769.41
93664					975.00		975.00
93667				212.47	1,872.00		2,084.47
93673	17,890.00	787.50		3,613.40	2,015.00		24,305.90
93675			574.34		600.00		1,174.34
93678			1,205.00	10.00	828.50		2,043.50



Commodity Codes Totals
from 1 1 2013 to 4 16 2013

Commodity	CC	CO	EX	MISC	OM	SS	Grand Total
93439					500 00		500 00
93442					1 679 00		1 679 00
93446			275 46				275 46
93464				9 540 00	2 700 00		12 240 00
93608		168 00					168 00
93609	600 00	4 754 23			3 834 70		9 188 93
93623					1 571 00		1 571 00
93625			21 92				21 92
93627	459 00			(229 50)			229 50
93633		5 778 16		188 91	1 495 00		7 462 07
93634	4 901 00			250 00			5 151 00
93639	9 125 00		1 100 44		90 00		10 315 44
93640		50 00					50 00
93648	2 000 00			2 000 00			4 000 00
93650					1 000 00		1 000 00
93652		33 13					33 13
93662			190 00		260 00		450 00
667					900 00		900 00
93673	10 188 04		123 11		700 00		11 011 15
93684			80 00		104 50		184 50
93695					600 00		600 00
93850	50 00						50 00
93876			600 00				600 00
93906					1 612 75		1 612 75
93918					60 00		60 00
93921		4 139 94				38 270 00	42 409 94

Commodity Codes Totals
from 1/1/2013 to 3/11/2013

Commodity	CC	CO	EX	MISC	OM	SS	Grand Total
92935			1,270.00				1,270.00
92943			850.00	(230.97)			619.03
92947			260.00				260.00
92985			770.00				770.00
93130	11,000.00				1,902.50		12,902.50
93145	169.00	49.00					218.00
93429					145.95		145.95
93442					417.00		417.00
93446			275.46				275.46
93484				9,540.00	2,700.00		12,240.00
93608		168.00					168.00
93609					3,134.70		3,134.70
93623					975.00		975.00
93627	459.00			(229.50)			229.50
93633		5,778.16		188.91	1,495.00		7,462.07
93634	4,150.00						4,150.00
93639	9,125.00						9,125.00
93640		50.00					50.00
93648	2,000.00						2,000.00
93650					1,000.00		1,000.00
93652		33.13					33.13
93662					260.00		260.00
93667					900.00		900.00
93673	12,025.00		123.11		700.00		12,848.11

AI-38199 **Purchasing Department 21. F. 1.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract to multiple bidders as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached for Hidalgo County - Flexible Base Material (Crushed Caliche)- RFB No. 2013-018-04-10-MEG.

BACKGROUND

1. Current Contract expires: 05/02/13
2. New Contract to commence: 05/03/13
3. Legal Counsel reviewed Contract Document

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-12X-0-XX-0-XXX

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

BUDGETARY IMPACT:

County Wide-- various accounts

Funding available as of 4-26-13
3-1200-431-00-121-005-0-673 $52,471.45
3-1200-431-00-122-006-0-673 $18,104.89
3-1200-431-00-123-005-0-673 $37,045.00
3-1200-431-00-124-007-0-673 $ 7,639.96

Other possible funding source(s) (Ex Object code 731)

Attachments

Recommendation Memos Pct 1,2,3 & 4
Award Recommendation Summary
Acknowledge, Tab sheet & Participating Sheet
Contract-Martin Marietta
Legals Approval-Martin Marietta
Contract-Frontera
Legals Approval-Frontera

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/24/2013 05:04 PM
Budget & Management	Angela Garcia	04/25/2013 08:15 AM
Manuel Chapa	Manuel Chapa	04/26/2013 04:14 PM

Auditor's Office Angela Garcia 04/26/2013 05:17 PM

Form Started By: Elena Gomez Started On: 04/11/2013 04:39 PM

Final Approval Date: 04/26/2013

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

MEMORANDUM

(Department's Recommendation)

TO Hon. AC Cuellar Commissioner
Hidalgo County Precinct #1

ATTN: David Rodriguez or Mari Gutierrez

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **April 10, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-018-04-10–MEG for **HIDALGO COUNTY**
"Flexible Base Material (Crushed Caliche)"

We have received **three (3)** qualified bid in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, April 22, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Martin Marrietta	$3.15 price lowest bid
2. Frontera Materials	$3.25 price second lowest bid

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-00-121-005-0-673

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	4-18-13

Enclosures

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

MEMORANDUM

(Department's Recommendation)

To: Hon. Hector "Tito" Palacio Commissioner
Hidalgo County Precinct # 2

ATTN: Ricardo Cuellar or Yolanda Cisneros

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **April 10, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-014-04-10-MEG for **HIDALGO COUNTY**
"Flexible Base Material (Crushed Caliche)"

We have received **three (3)** qualified bid in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, April 22, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Martin Marie MA	Low Bidder
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-00-122-006-0-673
Account depends on various project.

Ricardo Cuellar	RICARDO CUELLAR	REB	3/17/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

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

MEMORANDUM

(Department's Recommendation)

To: Hon. Joe M. Flores Commissioner
Hidalgo County Precinct # 3

ATTN: Norma Ceballos or Saul Ramirez

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **April 10, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-018-04-10-MEG for **HIDALGO COUNTY**
"Flexible Base Material (Crushed Caliche)"

We have received **three (3)** qualified bid in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, April 22, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1 Frontera Materials Alternative Bid - 2.5 mi. N. of US 281 (LA Joya, TX)	Closer proximity to our Pct.(3)

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-10-133-005-0-731-673

Commissioner	Joe M. Flores	Pct #3	4/15/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

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

RECEIVED
APR 2013

MEMORANDUM

(Department's Recommendation)

To: Hon. Joseph Palacios Commissioner
Hidalgo County Precinct # 4

ATTN: Marcos Lopez or Gloria Beltran

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: April 10, 2013

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-018-04-10–MEG for **HIDALGO COUNTY**
"Flexible Base Material (Crushed Caliche)"

We have received **three (3)** qualified bid in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, April 22, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Martin Marrietta	lowest price per ton
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-00-124-007-0-673

[signature]	Roman Rodriguez	Road & Bridge Director	4/16/13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

HIDALGO COUNTY AND HIDALGO COUNTY COLONIA ACCESS PRGRAM
FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)

Bid No. 2013-018-04-10-MEG

AWARD RECOMMENDATION SUMMARY

Precincts:	Award Recommended Vendor:	Bid Price per ton:
Precinct No. 1	Martin Marietta Materials (Primary)	$ 3.15/ ton
	Frontera Materials (Secondary)	$ 3.25/Ton
Precinct No. 2	Martin Marietta Materials	$ 3.15/ ton
Precinct No. 3	Frontera Materials	$ 3.25/Ton
Precinct No. 4	Martin Marietta Materials	$ 3.15/ ton

NOTE: HAULING OF MATERIAL WAS FACTORED INTO TABULATION AS PER SPECIFICATIONS.

HIDALGO COUNTY PURCHASING DEPARTMENT ACKNOWLEDGEMENT SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: April 10, 2013	**BID OPENING TIME: 9:30 A.M.**

ON OF BID: Flexible Base Material (Crushed Caliche)

BID NO: 2013-018-04-10-MEG	**BUYER II: Elena Gomez**

	NAME OF COMPANY/LOCATION	RECEIPT OF BID
1	Frontera Materials Elsa, Texas	U
2	Martin Marietta San Antonio, Texas	U
3	CAPA (Upper Valley Materials) Mission, Texas	U
4		
5		
6		
7		
8		
9		
10		
11		
12		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: April 10, 2013 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: Flexible Base Material (Crushed Caliche)
BID NO: 2013-018-04-10-MEG

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Frontera Materials, Inc Attn: Barry Ehlinger	Email	Elena Gomez	03/25/13	P.O. Box 1917 Weslaco, TX 78599 956-607-5965 bmefrontera@aol.com
Martin Marietta Materials Attn: Rhonda Jung	Email	Elena Gomez	03/25/13	5710 W. Hausman Rd. Suite 121 San Antonio, Texas 78249-1646 cell (210) 294-3373 Office (210-208-4056 mark.higgins@martinmarietta.com
Valley Caliche Products, Inc Attn: Mark Motheral	Email	Elena Gomez	03/25/13	3 Mile Line Minnesota Rd Mission TX, 78572 956-581-2751 valleycaliche@aol.com
Ballenger Construction Attn: No answer	Email	Elena Gomez	03/25/13	RGV (956) 421-9500 bpettijohn@bal-con.com
Upper Valley Materials Attn: Bernice Gonzalez Larry Hinojosa	Email	Elena Gomez	03/25/13	7301 W Exp 83 Mission, TX 78572 432-0600 sales@capatexas.com cc sales@riovalleypipe.com
International Materials LLC Attn: Javier Garza	Email	Elena Gomez	03/25/13	3408 N. Conway Mission, Texas 78574 956-240-1423 & 956-862-3701 fax 956-584-3206 internationalmats@at&t.net
Prime Vendor Inc. Jessica Munoz bids20@prime-vendor.com	Email	Elena Gomez	03/26/13	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
ESI Kathryn E. Frank	Email	Elena Gomez	03/26/13	4215 Campus Drive Aurora, IL 60504 (630) 851-3852 (w) (630) 851-4870 (f) kefrank@esi-il.com
Roy's Hauling Service Kristina Balderas	Email	Elena Gomez	04/10/13	royhaulinginc@aol.com

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

TAB SHEET
HIDALGO COUNTY
"FLEXIBLE BASE (CRUSHED CALICHE)"
RFB NO.: 2013-018-04-10-MEG

HIDALGO COUNTY PRECINCT NO. 1 FLEXIBLE BASE MATERIAL (CALICHE) TYPE D GRADE 6		
Vendor Name	**Pit Location**	**Price Per Ton**
Frontera Materials 490 Pit-4.5 miles west of US 281 on FM 490	490 Pit	3.25
Alternative Pit----2.5 miles North of US 83 on FM 2221	Reavis Pit	3.25
All Prices F.O.B. Pit		
Upper Valley Materials Sullivan City		3.50
Alternative Pit--- N/A		0.00
Martin Marrietta Jerico Pit: 2 Miles South of intersection of FM1017 and FM3250 on FM3250,	Jerico Pit:	3.15
Alternative Pit--- N/A		0.00

HIDALGO COUNTY PRECINCT NO. 2 FLEXIBLE BASE MATERIAL (CALICHE) TYPE D GRADE 6		
Vendor Name	**Pit Location**	**Price Per Ton**
Frontera Materials 490 Pit-4.5 miles west of US 281 on FM 490	490 Pit	3.25
Alternative Pit----2.5 miles North of US 83 on FM 2221	Reavis Pit	3.25
All Prices F.O.B. Pit		
Upper Valley Materials Sullivan City		3.50
Alternative Pit--- N/A		0.00
Martin Marrietta Jerico Pit: 2 Miles South of intersection of FM1017 and FM3250 on FM3250,	Jerico Pit:	3.15
Alternative Pit--- N/A		0.00

TAB SHEET
HIDALGO COUNTY
"FLEXIBLE BASE (CRUSHED CALICHE)"
RFB NO.: 2013-018-04-10-MEG

HIDALGO COUNTY PRECINCT NO. 3 FLEXIBLE BASE MATERIAL (CALICHE) TYPE D GRADE 6		
Vendor Name	**Pit Location**	**Price Per Ton**
Frontera Materials 490 Pit-4.5 miles west of US 281 on FM 490	490 Pit	3.25
Alternative Pit----2.5 miles North of US 83 on FM 2221	Reavis Pit	3.25
All Prices F.O.B. Pit		
Upper Valley Materials Sullivan City		3.50
Alternative Pit--- N/A		0.00
Martin Marrietta Jerico Pit: 2 Miles South of intersection of FM1017 and FM3250 on FM3250,	Jerico Pit:	3.15
Alternative Pit--- N/A		0.00

HIDALGO COUNTY PRECINCT NO. 4 FLEXIBLE BASE MATERIAL (CALICHE) TYPE D GRADE 6		
Vendor Name	**Pit Location**	**Price Per Ton**
Frontera Materials 490 Pit-4.5 miles west of US 281 on FM 490	490 Pit	3.25
Alternative Pit----2.5 miles North of US 83 on FM 2221	Reavis Pit	3.25
All Prices F.O.B. Pit		
Upper Valley Materials Sullivan City		3.50
Alternative Pit--- N/A		0.00
Martin Marrietta Jerico Pit: 2 Miles South of intersection of FM1017 and FM3250 on FM3250,	Jerico Pit:	3.15
Alternative Pit--- N/A		0.00

REQUIREMENTS AGREEMENT

C-13-018-04-30

THIS AGREEMENT (the "Agreement") is entered into effective as of the **30th** day of **April, 2013** by and between **Martin Marietta Materials Southwest, Inc., d/b/a Martin Marietta Materials, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precincts No. 1, 2 & 4** for the **"Flexible Base Material (Crushed Caliche)"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.** This Contract shall commence on **May 3, 2013** and expires on **May 2, 2014.**

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller." Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller of source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to Seller:
Martin Marietta Materials Southwest Inc
d/b/a Martin Marietta Materials, Inc.
C/O Mark Higgins
5710 W. Hausman Rd., Ste. 121
San Antonio, Texas 78249

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of

Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Martin Marietta Materials Southwest, Inc.

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas, Hall and Rodriguez, LLP

_____
Stephen L. Crain

EXHIBIT "A"
SPECIFICATIONS/
RFB-PROCUREMENT PACKET

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County and Hidalgo County Colonia Access Program is seeking qualified companies to establish a contract for "Flexible Base Material (Crushed Caliche)" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.

   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 **David Rodriguez or Mari Gutierrez** **(956) 968-8733**	**Hidalgo County Precinct #2** **Yolanda Cisneros or Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Norma Ceballos or Saul Ramirez** **(956) 585-4509**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

   The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

1. Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

2 Bid price shall be on a per ton basis.

3. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. When requested, samples shall be furnished free of expense to Hidalgo County.

5. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

6. In the event the material furnished does not meet all the above requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

7. Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

8. It is understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** and is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. If at any time during the term of the contract and / or renewals, the flexible base material (crushed caliche) is not available at the initial pit location provided in this bid, an alternate pit location(s) within Hidalgo County from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County. Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).

9. Awarded vendor must notify Hidalgo County within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.

10. All Hidalgo County Precincts / Departments are able to utilize the contract.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. 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.

8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerk's Office.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Market Volatility and Unit Price Adjustments:
H*i*dalgo 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). **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5). **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent**, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, April 2, 2013 at 5:00 p.m. at elena.gomez@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 5, 2013 at 5:00 P.M.

EXHIBIT “B”
VENDOR’S BID PAGE

Martin Marietta

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

BID PAGE

NOTE: VENDOR MUST INDICATE AN INITIAL PIT AND ALTERNATE PIT(S) (REFER TO #10 ON PAGE 2 OF EXHIBIT "A" SPECIFICATIONS)
NIGP CODE: 750-52

HIDALGO COUNTY Precinct NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** 3.15 **(per ton)**
INITIAL PIT LOCATION for Precinct NO. 1	
1. 2 miles S/o FM 1017 on FM 3250 - Jarico Pit	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 1	
1.	**2.**

OPENED
9:40

HIDALGO COUNTY Precinct NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** 3.15 **(per ton)**
INITIAL PIT LOCATIONS for Precinct NO. 2	
1. 2 miles S/o FM 1017 on FM 3250 - Jarico Pit	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 2	
1.	**2.**

4-10-13
Witnessed

HIDALGO COUNTY Precinct NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** 3.15 **(per ton)**
INITIAL PIT LOCATIONS for Precinct NO. 3	
1. 2 miles S/o FM 1017 on FM 3250 - Jarico Pit	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 3	
1.	**2.**

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

HIDALGO COUNTY Precinct NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** 3.15 **(per ton)**
INITIAL PIT LOCATIONS for Precinct NO. 4	
1. 2 miles S/O FM 1017	4.
2. ON FM 3250	5.
3. Jonco PIT	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 4	
1.	3.
2.	4.

OPENED
9:40
4-10-13
Witnessed

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: MARTIN MARIETTA MATERIALS
ADDRESS: 5710 W. HAUSMAN RD SUITE 121
CITY/STATE/ZIP: SAN ANTONIO, TX 78249
PHONE NO/FAX NO: 210-208-4070 FAX 210-208-4066
CELL PHONE NO: 210-294-3373
E-MAIL ADDRESS: MARK.HIGGINS@MARTINMARIETTA.COM
AUTHORIZED SIGNATURE: Mark Higgins
TITLE: SR. SALES REP

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2012

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
Marsh USA Inc.
100 North Tryon Street, Suite 3200
Charlotte, NC 28202
Attn: CA NON-RESIDENT NO. OB22889

J56965-8.SW-GAXWX-12-13

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Ins Co Of North America	43575
INSURER C : ACE Property & Casualty Insurance Company	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Martin Marietta Materials
Southwest, Inc.
c/o Martin Marietta Materials, Inc.
Attn: Mr. Todd Crump
2710 Wycliff Road
Raleigh, NC 27607

COVERAGES **CERTIFICATE NUMBER:** ATL-002851617-22 **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			HDOG27011718	09/30/2012	09/30/2013	EACH OCCURRENCE	$ 3,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 6,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 6,000,000
								$
A	AUTOMOBILE LIABILITY			ISAH08710806	09/30/2012	09/30/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			XOOG27047786	09/30/2012	09/30/2013	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC4712282A(AOS)	09/30/2012	09/30/2013	X WC STATU-TORY LIMITS OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WLRC47122843(MA)	09/30/2012	09/30/2013	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Excess Workers Compensation			WCUC47122831	09/30/2012	09/30/2013	See additional page text.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY ATIMA

CERTIFICATE HOLDER

Hildalgo County
2812 South Business 28

Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Lisa F. Beam

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Zimbra **cris.ayala@co.hidalgo.tx.us**

Fwd: Crushed Caliche Contracts

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Apr 18, 2013 02:29 PM
Subject : Fwd: Crushed Caliche Contracts
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Attach if necessary & let me know. Congrats!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, April 18, 2013 2:26:04 PM
Subject: RE: Crushed Caliche Contracts

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 18, 2013 2:13 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Fwd: Crushed Caliche Contracts

Mr. Crain:
Revised contracts are ready for review and comment as to form.
Thanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, April 18, 2013 1:28:17 PM
Subject: Re: Crushed Caliche Contracts

Ms. Marty,
Revised contract for Martin Marietta. Please forward for legals review.

Thank you,
Cris

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
Sent: Thursday, April 18, 2013 10:16:31 AM
Subject: Fwd: Crushed Caliche Contracts

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, April 17, 2013 4:32:14 PM
Subject: RE: Crushed Caliche Contracts

The name on the insurance does not match exactly the name on the contract(Martin).

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 17, 2013 3:15 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Fwd: Crushed Caliche Contracts

Mr. Crain:
Please review and comment as to form
Thanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Wednesday, April 17, 2013 2:02:10 PM
Subject: Crushed Caliche Contracts

Ms. Marty,
Can you please forward these contracts for legals review and approval. I have attached along with the contract, Exhibit A (specifications- same for all contracts), Exhibit B(each vendor's bid) and Exhibit C (insurance certificates) as well.

Thank you,
--

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.ayala@co.hidalgo.tx.us

--

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.ayala@co.hidalgo.tx.us

REQUIREMENTS AGREEMENT

C-13-018A-04-30

THIS AGREEMENT (the "Agreement") is entered into effective as of the **30th** day of **April, 2013** by and between **Frontera Materials, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precincts No. 1 & 3** for the **"Flexible Base Material (Crushed Caliche)"**, (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.** This Contract shall commence on **May 3, 2013** and expires on **May 2, 2014.**

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller." Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request, Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller of source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to Seller:
Frontera Materials, Inc.
C/O Barry M. Ehlinger
PO Box 1449
Elsa, Texas 78543

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of

Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Frontera Materials, Inc.

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas, Hall and Rodriguez, LLP

_____

EXHIBIT "A"
SPECIFICATIONS/
RFB-PROCUREMENT PACKET

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County and Hidalgo County Colonia Access Program is seeking qualified companies to establish a contract for "Flexible Base Material (Crushed Caliche)" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS

1. It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an **as needed basis**.

2. Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1993, Item 247, Type D Grade 6.

   Flexible Base (TY D GR 6) shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max. Amount:	50

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 **David Rodriguez or Mari Gutierrez** **(956) 968-8733**	**Hidalgo County Precinct #2** **Yolanda Cisneros or Ricardo Cuellar** **(956) 787-1891**
Hidalgo County Precinct #3 **Norma Ceballos or Saul Ramirez** **(956) 585-4509**	**Hidalgo County Precinct #4** **Juan Carranza** **(956) 383-3112**

   The Wet Ball Test (Tex-116-E) shall be run and the Plasticity index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

1. Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.

2 Bid price shall be on a per ton basis.

3. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

4. When requested, samples shall be furnished free of expense to Hidalgo County.

5. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

6. In the event the material furnished does not meet all the above requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

7. Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a Minimum of 70 Ft. in length.

8. It is understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** and is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. If at any time during the term of the contract and / or renewals, the flexible base material (crushed caliche) is not available at the initial pit location provided in this bid, an alternate pit location(s) within Hidalgo County from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County. Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).

9. Awarded vendor must notify Hidalgo County within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.

10. All Hidalgo County Precincts / Departments are able to utilize the contract.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. 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.

8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerk's Office.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Market Volatility and Unit Price Adjustments:
H*i*dalgo 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). **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5). **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent**, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, April 2, 2013 at 5:00 p.m. at elena.gomez@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 5, 2013 at 5:00 P.M.

EXHIBIT “B”
VENDOR’S BID PAGE

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

Frontera

BID PAGE

NOTE: VENDOR MUST INDICATE AN INITIAL PIT AND ALTERNATE PIT(S) (REFER TO #10 ON PAGE 2 OF EXHIBIT "A" SPECIFICATIONS)
NIGP CODE: 750-52

HIDALGO COUNTY Precinct NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** 3.25 **(per ton)**
INITIAL PIT LOCATION for Precinct NO. 1	
1. 490 Pit	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 1	
1. Reavis Pit	2.

HIDALGO COUNTY Precinct NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** 3.25 **(per ton)**
INITIAL PIT LOCATIONS for Precinct NO. 2	
1. 490	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 2	
1. Reavis Pit	2.

OPENED
9:37
4-10-13
Witnessed

HIDALGO COUNTY Precinct NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	**$** 3.25 **(per ton)**
INITIAL PIT LOCATIONS for Precinct NO. 3	
1. Reavis	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 3	
1. 490 Pit	2.

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2013-018-04-10-MEG

HIDALGO COUNTY Precinct NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	$ 3.25 (per ton)
INITIAL PIT LOCATIONS for Precinct NO. 4	
1. 490 Pit	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s). **ALTERNATE PIT LOCATIONS for Precinct NO. 4**	
1. Reavis Pit	3.
2.	4.

★ 490 Pit - 4.5 miles West of US 281 ON FM 490
Reavis Pit - 2.5 miles North of US 83 ON FM 2221
ALL PRICES F.O.B. Pit.

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Frontera Materials, Inc.
ADDRESS: PO Box 1449
CITY/STATE/ZIP: Elsa TX 78543
PHONE NO/FAX NO: 956-316-8954
CELL PHONE NO: 956-607-5965 (Barry)
E-MAIL ADDRESS: bmefrontera@AOL.com
AUTHORIZED SIGNATURE: Barry M Ehlers
TITLE: Materials Mgr.

OPENED
9:37
4-10-13
Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2012

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	CONTACT NAME: Araceli Zuniga
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: araceli@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Co	
INSURER B: Charter Oak Fire Insurance Co	
INSURER C: Travelers Indemnity Company of	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Frontera Materials, Inc.
P O Box 1449
Elsa TX 78543-1449

COVERAGES CERTIFICATE NUMBER: 12-13 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	X		Y660-7982R146-TLC-12	9/1/2012	9/1/2013	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 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA 7986R053-12CAG	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			YSM-CUP-8649R913-TCT-12	9/1/2012	9/1/2013	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		YCUB-8027R14-1-12	9/1/2012	9/1/2013	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/AZ Robt R Garza

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Zimbra **cris.ayala@co.hidalgo.tx.us**

Fwd: Caliche Contract for Frontera Materials

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Apr 18, 2013 02:28 PM
Subject : Fwd: Caliche Contract for Frontera Materials
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Attach if necessary and let me know. Congrats!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, April 18, 2013 2:28:33 PM
Subject: RE: Caliche Contract for Frontera Materials

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 18, 2013 2:11 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Fwd: Caliche Contract for Frontera Materials

Mr. Crain:
Please review and comment as to form. Missing information should be attached.
Thanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, April 18, 2013 1:36:36 PM
Subject: Re: Caliche Contract for Frontera Materials

Ms. Marty,
Here is the contract for Frontera Materials with exhibits and insurance. Please send for legal's review.

Thank you,
Cris

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>

Sent: Thursday, April 18, 2013 10:16:15 AM
Subject: Fwd: Crushed Caliche Contracts

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, April 17, 2013 4:33:20 PM
Subject: RE: Crushed Caliche Contracts

There is no Fronterra contract.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 17, 2013 3:15 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Fwd: Crushed Caliche Contracts

Mr. Crain:
Please review and comment as to form
Thanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Wednesday, April 17, 2013 2:02:10 PM
Subject: Crushed Caliche Contracts

Ms. Marty,
Can you please forward these contracts for legals review and approval. I have attached along with the contract, Exhibit A (specifications- same for all contracts), Exhibit B(each vendor's bid) and Exhibit C (insurance certificates) as well.

Thank you,
--

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.ayala@co.hidalgo.tx.us

--

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.ayala@co.hidalgo.tx.us

AI-38460 **Closed Session 22. C.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Fabian Ybarra

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 10:17 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Monica Badillo Started On: 04/26/2013 10:12 AM

Final Approval Date: 04/26/2013

AI-38462 **Closed Session 22. D.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Josie, DA's **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim against Roberto Ysaguirre, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 10:17 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Monica Badillo Started On: 04/26/2013 10:15 AM

Final Approval Date: 04/26/2013

AI-38413 **Closed Session 22. E.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:18 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Monica Badillo Started On: 04/24/2013

Final Approval Date: 04/26/2013

AI-38461 **Open Session 23. C.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Josie, DA's **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Fabian Ybarra

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management		04/26/2013 10:17 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Monica Badillo Started On: 04/26/2013 10:14 AM

Final Approval Date: 04/26/2013

AI-38463 **Open Session 23. D.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Josie, DA's **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim against Roberto Ysaguirre, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 10:17 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Monica Badillo Started On: 04/26/2013 10:16 AM

Final Approval Date: 04/26/2013

AI-38414 **Open Session 23. E.**

CC REGULAR

Meeting Date: 04/30/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:18 AM
Purchasing Department	Angela Garcia	04/26/2013 05:17 PM

Form Started By: Monica Badillo Started On: 04/24/2013

Final Approval Date: 04/26/2013