AI-38357 **2. A.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. 1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-121-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/23/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/23/2013 09:10 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Katia Garcia Started On: 04/22/2013 04:01 PM

Final Approval Date: 04/26/2013

DATE: April 22, 2013

2013
Transfer

DEPARTMENT HEAD: Commissioner A.C. Cuellar, Jr.

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Sanitation

ACCOUNT NUMBER: 3-1100-432-00-121-001-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 968-8733 Ext. 1022

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
350	OTHER SERVICES	421	DISPOSAL	$24,060.57
			TOTAL	$24,060.57

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-38415 **2. B.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. #1 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-466-00-121-050-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/25/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:20 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Katia Garcia Started On: 04/24/2013 04:57 PM

Final Approval Date: 04/26/2013

DATE: April 24, 2013

2013
Transfer

EMERGENCY

DEPARTMENT HEAD: Commissioner A.C. Cuellar, Jr.

DEPARTMENT NAME: Hidalgo County Precinct No. 1
CRC

ACCOUNT NUMBER: 3-1100-466-00-121-050-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 968-8733 Ext. 1022

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
679	OTHER R&M SUPPLIES	671	R&M SUPPLIES-BLDGS. & OTHER	$500.00
			TOTAL	**$500.00**

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-38347 **2. C.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2013 - Pct. #2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-122-008-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/23/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/23/2013 09:02 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Marcie Jackson Started On: 04/22/2013 02:26 PM

Final Approval Date: 04/26/2013

DATE: April 22, 2013

2013
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct No.2
Pct2 Parks (1100)

ACCOUNT NUMBER: 3-1100-452-00-122-008-0-XXX

AI-38347 04/30/13

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
346	PCT2 PARKS-HAULING & FREIGHT SERVICES	739	PCT2 PARKS-OTHER STRUCTURES	$11,000.00
719	PCT2 PARKS-LAND	739	PCT2 PARKS-OTHER STRUCTURES	$12,000.00
890	PCT2 PARKS-OTHER	739	PCT2 PARKS-OTHER STRUCTURES	$10,000.00
890	PCT2 PARKS-OTHER	739	PCT2 PARKS-OTHER STRUCTURES	7,000.00
			TOTAL	40,000.00

REASON:
Transfer is needed to fund future expenditures.

_____ / ____ / _____
DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38281 **2. D.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2013 - Pct. #2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/18/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 08:55 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Marcie Jackson Started On: 04/17/2013 02:34 PM

Final Approval Date: 04/26/2013

DATE: April 17, 2013

2013
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct No.2
Pct.2 Administration

ACCOUNT NUMBER: 3-1200-431-00-122-005-0-432

AI-38281 04/30/13

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	PCT2 ADM-EQUIP & VEH R&M SRV	607	PCT2 ADM-HSEHLD & JANITORIAL SUPPL	$500.00

AI-38435 **2. E.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2013 - Pct. #2 (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-083-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/25/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 01:26 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Marcie Jackson Started On: 04/25/2013 11:31 AM

Final Approval Date: 04/26/2013

DATE: April 25, 2013

2013
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct No.2
Pct2 Rd Maint (1200)

ACCOUNT NUMBER: 3-1200-431-00-122-083-0-733

AI-38435 04/30/13

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
733	PCT2 THOMAS RD(MCCOLL-JACKSON)-DRAINAGE	731	PCT2 THOMAS RD(MCCOLL-JACKSON)-ROADS	$42,281.60
			TOTAL	42,281.60

REASON:
Transfer needed to fund future expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38218 **2. F.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2013 - Pct. #2 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-466-00-122-018-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 4/18/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/16/2013 02:33 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Marcie Jackson Started On: 04/12/2013 11:44 AM

Final Approval Date: 04/26/2013

DATE: April 12, 2013

2013
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Hidalgo County Precinct No.2
Pct.2 CRC (1100)

ACCOUNT NUMBER: 3-1100-466-00-122-018-0-XXX

AI-38218 04/30/13

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	PCT2 CRC-EQUIP & VEH R&M SRV	601	PCT2 CRC-OFFICE & COMPUTER SUPPLIES	$1,000.00
431	PCT2 CRC-BLDG & OTHER STRUC. R&M SRV	748	PCT2 CRC-OTHER EQUIPMENT	$1,602.00
			TOTAL	2,602.00

REASON:
Transfer is needed to fund future expenditures for office supplies and to fund future expenditures on surveillance cameras.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38183 **2. G.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Sulema Cavazos, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2013 - Fire Marshal's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-422-10-300-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/12/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2013 04:26 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Sulema Cavazos Started On: 04/11/2013 12:54 PM

Final Approval Date: 04/26/2013

DATE: 04/11/13

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: **3-1100-422-10-300-001-0-XXX**

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
890	OTHER		336	COMPUTER SERVICES	$300.00
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
					$300.00

REASON: TO PURCHASE RENEWAL OF TCLEDDS SUBSCRIPTION

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-38214 **2. H.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

2013 - 398th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-009-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/15/13.

Attachments

LINE ITEM 780

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/12/2013 04:00 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Esther Cantu Started On: 04/12/2013 11:17 AM

Final Approval Date: 04/26/2013

April 12, 2013

DEPARTMENT HEAD: Aida Salinas Flores

DEPARTMENT NAME: 398th District Court

ACCOUNT NUMBER: 3-1100-412-00-009-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3 1100-412-00-009-001-0-890	OTHER		3-1100-412-00-009-001-0-780	CAPITAL LEASE	$ 600.00
		➔			
		➔			
		➔			
		➔			
			T O T A L		600

REASON:

ADDITIONAL MONIES NEEDED TO PAY INVOICE

_____ **April 12, 2013**

DEPARTMENT HEAD SIGNATURE **Date**

_____ _____/_____/_____ _____

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

COUNTY AUDITOR'S FORM: ARS-CA-017

REVISED: 1/25/2007

AI-38445 **2. I.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: NORMA G. GARCIA Submitted By: Jose Munoz, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

2013 - Treasurer's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-16-150-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/26/13.

Attachments

LINEiTEM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 08:06 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM
Form Started By: Jose Munoz		Started On: 04/25/2013 03:05 PM

Final Approval Date: 04/26/2013

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 04-25-2013

DEPARTMENT HEAD: NORMA G. GARCIA

DEPARTMENT NAME: TREASURER DEPT

ACCOUNT NUMBER: 3-1100-415-16-150-001-0-XXX

CONTACT PERSON: JOSE MUNOZ

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	OTHER	550	PRINTING & BINDING	1,200.00
890	OTHER	584	REGISTRATION FEES	800.00
743	OFFICE FURN & EQUIPMENT	584	REGISTRATION FEES	500.00
743	OFFICE FURN & EQUIPMENT	336	COMPUTER SERVICES	500.00
			TOTAL	3,000.00

REASON: To appropriate funds to cover costs for printing & binding, registration fees,and computer services.

Norma G. Garcia

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-38425 **2. J.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

2013 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-50-190-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/25/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:40 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Nereida Garza Started On: 04/25/2013 08:27 AM

Final Approval Date: 04/26/2013

DATE: 04-25-2013
DEPARTMENT HEAD: Esther A. Cortez
DEPARATMENT NAME: ***HUMAN RESOURCES***
ACCOUNT NUMBER: 3-1100-415-50-190-002-0-xxx

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 3-1100-415-50-190-002-0-xxx

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
432	Equip Veh R&M Srv	532	Wireless Devices	$ 500.00

REASON: Needed for upcoming Services

TOTAL $ 500.00

Department Head Signature — Date

Approved Commissioners' Court — Date — Attest County Clerk

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

AI-38364 **2. K.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

2013 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-21-170-001-0-xxx

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

BUDGETARY IMPACT:

Available balance as of 4-25-2013.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/23/2013 03:33 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Maria Medina Started On: 04/23/2013 01:26 PM

Final Approval Date: 04/26/2013

DATE: April 23, 2013

2013
Transfer

DEPARTMENT HEAD: RAY EUFRACIO, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 3-1100-415-21-170-001-0-XXX

Contact Person: Susie Medina **Ph#:** (956) 318-2511 Ext. 4602

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
531	Telephone and telegraph	336	Computer services	$1,800.00
			TOTAL	$1,800.00

REASON: *Transfer needed to purchase computer services for alio.*

DEPARTMENT HEAD SIGNATURE

4/23/13
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38440 **2. L.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Judge Rudy Gonzalez Submitted By: JC Carreon, COUNTY COURT #1

Department: COUNTY COURT #1

Information

CAPTION

2013 - County Court at Law #1 (1100)

BACKGROUND

Line Item Transfer (copier late fees)

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-021-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/25/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 01:41 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: JC Carreon Started On: 04/25/2013 01:11 PM

Final Approval Date: 04/26/2013

DATE: April 25, 2013

2013
Transfer

DEPARTMENT HEAD: Judge Rudy Gonzalez, County Court # 1

DEPARTMENT NAME: County Court At Law #1

ACCOUNT NUMBER: 3-1100-412-00-021-001-0-XXX

Contact Person: Joecindy Carreon **Ph#:** (956) 318-2375 Ext 6512

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
583	TRAVEL OUT OF COUNTY	855	LATE FEES, PENALTIES & FIN CHRG	$500.00
583	TRAVEL OUT OF COUNTY	601	OFFICE & COMPUTER SUPPLIES	$37.38
583	TRAVEL OUT OF COUNTY	630	FOOD	$82.82

AI-38367 **2. M.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

2013 - Adult Probation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-00-320-034-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/24/13.

Attachments

revised transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/23/2013 03:33 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Diana Solis Started On: 04/23/2013 01:59 PM

Final Approval Date: 04/26/2013

DATE: April 24, 2013

DEPARTMENT HEAD: Arnold K Patrick

DEPARTMENT NAME: Adult Probation - General Fund

ACCOUNT NUMBER: 3-1100-423-00-320-034-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-00-320-034-0-741	Vehicles	→	3-1100-423-00-320-034-0-672	Repair & Maint Supplies-Equip & Vehicles	1,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
			T O T A L		**$1,000.00**

REASON: To replace tires on Escape #3, and for decal for Escape #5.

_____

DEPARTMENT HEAD SIGNATURE

_____ ___/___/___ _____

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

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

AI-38293 **2. N.**

CC CONSENT

Meeting Date: 04/30/2013

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

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2013 - Texas A&M AgriLife Extension Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-461-00-380-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/18/13.

Attachments

Transfer Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 08:55 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Nora Linda Cruz Started On: 04/17/2013 05:32 PM

Final Approval Date: 04/26/2013

DATE: **April 17, 2013**

DEPARTMENT HEAD: **Barbara Storz**

DEPARTMENT NAME: **TEXAS A&M AGRILIFE EXTENSION**

ACCOUNT NUMBER: **3-1100-461-00-380-001-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
442	Rental of Equipment and Vehicles	**665**	Minor Computer Equipment	**600.00**
			TOTAL	**600.00**

REASON: **To properly classify expenditures for a much needed computer in the office for Administrative Assistant.**

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-38280 **2. O.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 4/18/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/17/2013 03:06 PM
Budget & Management	Angela Garcia	04/18/2013 08:56 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Virginia Rodriguez Started On: 04/17/2013 02:33 PM

Final Approval Date: 04/26/2013

DATE: 4/29/2013

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 3-1100-423-21-280-002-0-xxx

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-21-280-002-0-	604-MEDICAL & LABORATORY SUPPLIES		3-1100-423-21-280-002-0-	619-OTHER MISC. SUPPLIES	836.00
3-1100-423-21-280-002-0-	604-MEDICAL & LABORATORY SUPPLIES		3-1100-423-21-280-002-0-	664-OTHER MINOR EQUIP.	360.00
3-1100-423-21-280-002-0-	665-MINOR COMPUTER EQUIP.		3-1100-423-21-280-002-0-	679-R&M SUPPLIES-OTHER	1,467.00
3-1100-423-21-280-002-0-	619-OTHER MISC. SUPPLIES		3-1100-423-21-280-002-0-	679-R&M SUPPLIES-OTHER	566.00
				TOTAL	$3,229.00

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

\

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-38402 **2. P.**

CC CONSENT

Meeting Date: 04/30/2013

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

Department: CONSTABLE PCT. #4

Information

CAPTION

2013 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-294-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/25/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 03:11 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Nayla Munoz Started On: 04/24/2013 02:50 PM

Final Approval Date: 04/26/2013

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: April 24, 2013

DEPARTMENT HEAD: J. E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 3-1100-421-00-294-001-0

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
619	Other Miscellaneous Supplies	**601**	Office & Computer Supplies	**$100.00**
664	Other Minor Equipment	**601**	Office & Computer Supplies	**$100.00**
342	Info & Credit Services	**550**	Printing & Binding	**$112.00**
611	Police Supplies	**550**	Printing & Binding	**$147.00**
664	Other Minor Equipment	**550**	Printing & Binding	**$171.60**
605	Clothing & Uniforms	**550**	Printing & Binding	**$190.00**
			TOTAL	**$820.60**

REASON: Transfers are need to cover expenditures for printer (601-$200.00); vehicle impound forms (550-$440.30) and door hangers (550-$180.00).

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-38258 **2. Q.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Joanna Guerra Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: COUNTY COURT #5

Information

CAPTION

2013 - County Court at Law #5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-025-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/17/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/17/2013 08:36 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Sylvia Solis Started On: 04/16/2013 02:37 PM

Final Approval Date: 04/26/2013

DATE: April 16, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court at Law #5

ACCOUNT NUMBER: 3-1100-412-00-025-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	780	CAPITAL LEASES	300.00
			TOTAL:	**300.00**

REASON:
Intradepartmental Transfer to transfer additional funding related to the Xerox copier lease agreement.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38194 **2. R.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

2013 – County Wide Mechanic Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/12/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2013 04:37 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Marcie Jackson Started On: 04/11/2013 04:01 PM

Final Approval Date: 04/26/2013

DATE: April 11, 2013

2013
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: County Wide Shop
County Wide Shop - (1200)

ACCOUNT NUMBER: 3-1200-431-00-122-004-0-xxx

AI-38194 04/30/12

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
748	CW MECH SHOP-OTHER EQUIPMENT	432	CW MECH SHOP-EQUIP&VEH R&M SRV	$500.00

AI-38284 **2. S.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2013 - Hidalgo County Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-40-180-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/18/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 08:55 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Rene Perez Started On: 04/17/2013 04:20 PM

Final Approval Date: 04/26/2013

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 4/17/2013

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 3-1100-415-40-180-001-0

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
342	INFO & CREDIT SERVICES	664	OTHER MINOR EQUIPMENT	$800.00
			TOTAL	$800.00

REASON: To pay for some up coming needed expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 / 100 N. Closner, Edinburg, Texas, 78540

956.318.2100 ~ fax 956.318.2105

www.hidalgocountyclerk.us

AI-38246 **2. T.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Frank Fuentes Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - County Court at Law #6 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-026-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/17/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/16/2013 02:35 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Sylvia Solis Started On: 04/15/2013 03:59 PM

Final Approval Date: 04/26/2013

DATE: April 15, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

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

ACCOUNT NUMBER: 3-1100-412-00-026-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	671	REPAIR AND MAINTENANCE SUPPLIES - BUILDING & OTHER STRUCTURES	1,000.00
			TOTAL:	**1,000.00**

REASON:
Intradepartmental Transfer to fund paint expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-38248 **2. U.**

CC CONSENT

Meeting Date: 04/30/2013

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

Department: WIC

Information

CAPTION

2013 - WIC NPAOP (1292)

BACKGROUND

L/T

3.1292.441.00.350.014.3.xxx

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1292-441-00-350-014-3-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/17/13

Attachments

L/T - NPAOP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/16/2013 02:36 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Margarita Gonzalez Started On: 04/15/2013 05:02 PM

Final Approval Date: 04/26/2013

DATE:	04/12/13
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	WIC
ACCOUNT NUMBER:	3.1292.441.00.350.014.3 NPAOP
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
3.1292.441.00.350.014.3	601 Office Supplies	→	3.1292.441.00.350.014.3	581 In County Travel	500.00
3.1292.441.00.350.014.3	601 Office Supplies	→	3.1292.441.00.350.014.3	603 Nutrition Education Supplies	500.00
3.1292.441.00.350.014.3	619 Other Misc. Supplies	→	3.1292.441.00.350.014.3	603 Nutrition Education Supplies	774.00
3.1292.441.00.350.014.3	607 Cleaning Supplies	→	3.1292.441.00.350.014.3	603 Nutrition Education Supplies	182.00
3.1292.441.00.350.014.3	532 Wireless Device	→	3.1292.441.00.350.014.3	603 Nutrition Education Supplies	200.00
3.1292.441.00.350.014.3	535 Postage	→	3.1292.441.00.350.014.3	603 Nutrition Education Supplies	50.00
3.1292.441.00.350.014.3	540 Advertising	→	3.1292.441.00.350.014.3	603 Nutrition Education Supplies	100.00
				TOTAL:	2,306.00

Reason: To encumber cost for items that are needed.

AI-38210 **2. V.**

CC CONSENT

Meeting Date: 04/30/2013

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

Department: SAFETY DIVISION

Information

CAPTION

2013 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-50-125-003-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/12/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/12/2013 10:30 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Rosie Luna Started On: 04/12/2013 09:58 AM

Final Approval Date: 04/26/2013

DATE: April 12, 2013

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Safety Division

ACCOUNT NUMBER: 3-1100-419-50-125-003-0-XXX

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

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

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
601	Office & Computer Supplies	529	Surety & Notary Bond	$ 100.00
626	Gasoline/Diesel	581	Travel In County	$ 100.00
432	Equipment & Vehicle R&M Serv	672	Equip. & Vehicle R&M Supplies	$ 300.00
			TOTAL	**$ 500.00**

REASON: **Line Item Transfers are being requested for expected expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-38238 **2. W.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Yvonne Ramon Submitted By: Rosie Diaz, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections Department (1100)

BACKGROUND

2013 Elections LIT

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-414-00-130-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/17/13.

Attachments

LIT 743

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/16/2013 02:34 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Rosie Diaz Started On: 04/15/2013 10:07 AM

Final Approval Date: 04/26/2013

DATE: April 15, 2013

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 3-1100-414-00-130-001-0-XXX

2013
Transfer

AI- 38238

Contact Person: Rosie Diaz **Ph#:** (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
601	**Elections Dept-Office & Computer Suppl**	**743**	**Elections Dept- Office Furn & Equip**	**$1,500.00**
			TOTAL	**$1,500.00**

REASON:

Transfer to pay bill.

_____ / / _____

Approved by **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-38239 **2. X.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2013 - Purchasing (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 4/18/13.

Attachments

back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/16/2013 02:34 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Nielda Cavazos Started On: 04/15/2013 11:12 AM

Final Approval Date: 04/26/2013

DATE: **April 15, 2013**

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

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **3-1100-415-18-160-001-0-xxx**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
743	office furniture and equipemnt	619	other miscellaneous supplies	**$100.00**
			TOTAL	**$100.00**

REASON: **purchase a ladder for department**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-38244 **2. Y.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - Justice Court Tech (1242)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1242-412-00-060-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/17/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/16/2013 02:35 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Edna Kirby Started On: 04/15/2013 03:52 PM

Final Approval Date: 04/26/2013

DATE: April 30, 2013

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 3-1242-412-00-060-001-0-xxx

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	Justice Crt Tech-Computer Services	665	Justice Crt Tech-Minor Computer Equipment	$16,200.00
745	Justice Crt Tech-Computer Equipment	665	Justice Crt Tech-Minor Computer Equipment	$12,194.43
			TOTAL	**$28,394.43**

REASON: **To purchase equipment for the County Constable offices as an extension of their role in supporting the offices for the Justice of the Peace and to purchase printers.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-38485 **3. A.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Sergio Cruz Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Depts.:
Approval of 2013 interdepartmental transfer from Co. Wide Adm. - Bank Fees to various departments in the amount of $18,096.08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-4-XXX-XX-XX0-00X-0-856

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

BUDGETARY IMPACT:

Funds available in Co. Wide Adm Bank Fees as of 04-26-2013.

Attachments

Inter- Transfer

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Veronica Ortiz Started On: 04/26/2013 04:48 PM

Final Approval Date: 04/26/2013

DATE: April 26, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt - Various Departments

ACCOUNT NUMBER: 3-1100-4XX-XX-XX0-00X-0-856

CONTACT PERSON: Veronica Ortiz **PHONE:** (956) 292-7025 Ext. 5418

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
3-1100-415-00-115-002-0- 856	CO WIDE ADM	Bank Fees	(18,096.08)
TO			
3-1100-412-00-080-002-0- 856	District Attorney	Bank Fees	266.68
3-1100-412-00-090-001-0- 856	District Clerks	Bank Fees	305.30
3-1100-415-15-140-001-0- 856	Tax Office	Bank Fees	11,505.23
3-1100-415-16-150-001-0- 856	County Treasurer	Bank Fees	3,458.64
3-1100-415-40-180-001-0- 856	County Clerks	Bank Fees	749.62
3-1100-421-00-280-001-0 856	Sheriffs	Bank Fees	1,207.22
3-1100-463-00-250-001-0- 856	Urban County	Bank Fees	603.39
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Funds needed to pay bank fees for various departments for the month of December 2012 and January 2013.

SIGNATURE

/ /

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

AI-38423 **3. B.**

CC CONSENT

Meeting Date: 04/30/2013

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Civil Service (1100):
Approval of 2013 interdepartmental transfer from General Litigation to Civil Service in the amount of $30,000.00 to fund legal services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-X0-1XX-00X-0-333

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

BUDGETARY IMPACT:

Funds available in General Litigation account# 3-1100-415-30-125-006-0-333 as of 4/25/13.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/25/2013 08:39 AM
Olga Garza	Olga Garza	04/25/2013 03:57 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Erika Zamora Started On: 04/25/2013 08:21 AM

Final Approval Date: 04/26/2013

DATE: April 30, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Civil Service

ACCOUNT NUMBER: 3-1100-415-X0-1XX-00X-0-333

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
3-1100-415-30-125-006-0- 333	GENERAL LITIGATION	LEGAL SERVICES	(30,000.00)
TO			
3-1100-415-50-190-001-0- 333	CIVIL SERVICE	LEGAL SERVICES	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund legal services.

SIGNATURE

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

AI-38480 **3. C.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Health & Human Services Dept Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Health and Human Services (1100):
Approval of 2013 interdepartmental transfer from County Wide Admin (Dept 115) to the Health & Human Services (Dept 240) in the amount of $2,858,335.50 to fund the anchor entity DSRip Projects within Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

From 3-1100-415-00-115-002-0-339 to 3-1100-444-00-240-005-0-843 in the amount of $2,858,335.50 to fund the Anchor Entity DsRip Projects with Hidalgo County. Funding is available for transfer as of 4/26/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 03:59 PM
Obdett Calzada	Obdett Calzada	04/26/2013 04:22 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Dale Kennan Started On: 04/26/2013 03:08 PM

Final Approval Date: 04/26/2013

DATE: **Friday, April 26, 2013**

2013
Transfer

DEPARTMENT HEAD: **Sergio Cruz**

DEPARTMENT NAME: **Dept. of Budget & Management for the Health & Human Services Department (1100)**

ACCOUNT NUMBER: **3-1100-4XX-00-XXX-00X-0-XXX**

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
3-1100-415-00-115-002-0-339	CO WIDE ADM-OTHER PROF SRV	($2,858,335.50)
3-1100-444-00-240-005-0-843	1115 WAIVER DSRIP-AID TO NONGOVT	$2,858,335.50
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from CO WIDE ADM-OTHER PROF SRV into 1115 WAIVER DSRIP-AID TO NONGOVT in the total amount of $2,858,335.50 to provide funding for the anchor entity DSRip Projects for the Health & Human Services Department.

DEPARTMENT HEAD SIGNATURE

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

AI-38361 **3. D.**

CC CONSENT

Meeting Date: 04/30/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct.#2 Rd Maintenance (1200):
Approval of 2013 interdepartmental transfer from Rd. Maint program (006) to program (028) in the amount of $75,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $199,801.73 as of 4/25/2013

(Prg 006) 890 -----> (Prg 028) 711 $75,000

Attachments

INTER-DEPT. TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/23/2013 09:11 AM
Olga Garza	Olga Garza	04/25/2013 04:54 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Yolanda Cisneros Started On: 04/23/2013 08:23 AM

Final Approval Date: 04/26/2013

DATE: April 23, 2013

2013
TRANSFER
AI-38361

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
Road Maintenance -So. McColl Road

ACCOUNT NUMBER: 3-1200-431-00-122-XXX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
3-1200-431-00-122-006-0-890	PCT2 RD MAINT-OTHER	($75,000.00)
TO		
3-1200-431-00-122-028-0-711	PCT2 S.MCCOLL(DCKR-ORNGWD & .5M S. MLTY) - ROW	$75,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from PCT 2 RD. MAINT into PCT2 SO. McCOLL ROAD (DICKER-ORANGWOOD & .5 M S. MLTY) PROJECT to cover ROW PAY MEMO'S.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-38378 **3. E.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Pct. #2 CO (1342):
Approval of 2013 interdepartmental transfer within CO Cesar Chavez, program no. 039 to CO Minnesota, program no. 058 in the total amount of $8,401.36.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-122-039-1-733

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

BUDGETARY IMPACT:
Available funds as of 4/25/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 09:06 AM
Olga Garza	Olga Garza	04/25/2013 05:02 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Marcie Jackson Started On: 04/23/2013 04:37 PM

Final Approval Date: 04/26/2013

DATE: April 23, 2013

DEPARTMENT HEAD: RAUL SILGUERO

2013
Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Precinct No.2

AI-38378 04/30/13

ACCOUNT NUMBER: 3-1342-431-00-122-039-1-733

CONTACT PERSON: MARCIE JACKSON **PHONE:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
FROM:		
3-1342-431-00-122-039-1- 733	**CO2010A&B-PCT2 C CHVZ-ICA PSJA&ALAMO**	DRAINAGE DITCHES
TO:		
3-1342-431-00-122-058-0- 841	**CO2010A&B-PCT2 MINNESOTA-ICA SANJUAN**	AID TO GOVT AGENCY

TOTAL BUDGET INCREASE (DECREASE)

REASON: Transfer is needed for completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

AMOUNT
(8,401.36)
8,401.36
-

ATTEST, COUNTY CLERK

AI-38278 **3. F.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Pct.2 (1200):
Approval of 2013 interdepartmental transfer from Road Maint. program (006) to El Dora Rd (RETMA-Cesar Chavez) program(052) in the amount of $500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-006-0-890

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

BUDGETARY IMPACT:
Available funds as of 4/26/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 08:57 AM
Olga Garza	Olga Garza	04/26/2013 03:11 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Marcie Jackson Started On: 04/17/2013 02:23 PM

Final Approval Date: 04/26/2013

DATE: April 17, 2013

DEPARTMENT HEAD: RAUL SILGUERO

2013
Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Precinct No.2

AI-38278 04/30/13

ACCOUNT NUMBER: 3-1200-431-00-122-006-0-890

CONTACT PERSON: MARCIE JACKSON **PHONE:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
FROM:		
3-1200-431-00-122-006-0- 890	PCT2 RD MAINT	OTHER
TO:		
3-1200-431-00-122-052-0- 711	**PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)**	ROW

TOTAL BUDGET INCREASE (DECREASE)

REASON: Transfer is needed for anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

AMOUNT
(500.00)
500.00
-

ATTEST, COUNTY CLERK

AI-38369 **3. G.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Pct.3 BCAP (1200):
Approval of 2013 interdepartmental transfer from BCAP Ramirez Subdivision, program no. 587, to BCAP Ramirez II Subdivision, program no. 588 in the total amount of $4,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-123-587-0-731

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

BUDGETARY IMPACT:

Funds available as of 4/24/2013.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 08:18 AM
Obdett Calzada	Obdett Calzada	04/24/2013 04:28 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Marcie Jackson Started On: 04/23/2013 03:38 PM

Final Approval Date: 04/26/2013

DATE: April 23, 2013

DEPARTMENT HEAD: Agapito Vargas Jr.

2013
Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Pct.3 Border Colonia Access Program

AI-38369 04/30/13

ACCOUNT NUMBER: 3-1200-431-00-123-587-0-731

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
FROM:		
3-1200-431-00-123-587-0- 731	PCT3 RAMIREZ SUBDIVISION	ROADS
TO:		
3-1200-431-00-123-588-0- 731	PCT3 RAMIREZ II SUBDIVISION	ROADS

TOTAL BUDGET INCREASE (DECREASE)

REASON: Transfer is needed to correct previous AI-37505 posted on JE-30991 3/20/13 into program 087 Ramirez Subdivisic

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /

DATE

AMOUNT
4,000.00
4,000.00
8,000.00

ɔn.

ATTEST, COUNTY CLERK

AI-38470 **3. H.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: For Precinct 4 Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Certificate of Obligation Series 2006 (1336) Precinct #4:
Approval of 2013 interdepartmental from CO2006 - Admin Building (program 043) to CO2006 - PCT 4 Drain Improvement (program 036) the amount of $915,000.00 for the purchase of heavy equipment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 3-1336-4XX-X0-X2X-0XX-0-XX2

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

BUDGETARY IMPACT:

From 3-1336-419-40-220-043-0-452 to 3-1336-431-00-124-036-0-742 in the amount of $915,000.00. Funding available for transfer as of 4/26/13.

Attachments

Interdept for CO2006 - Pct 4(1336)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 03:59 PM
Manuel Chapa	Manuel Chapa	04/26/2013 04:26 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Dale Kennan Started On: 04/26/2013 02:45 PM

Final Approval Date: 04/26/2013

DATE: Friday, April 26, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Management for the C.O. Series 2006 (1336) -Precinct 4

ACCOUNT NUMBER: 3-1336-4XX-X0-X2X-0XX-0-XX2

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
3-1336-419-40-220-043-0-452	CO,2006-ADM BLDG-100 E CANO-BLDG ADD & R	(915,000.00)
3-1336-431-00-124-036-0-742	CO2009-PCT4 DRAIN IMPRV-HEAVY EQUIP	$915,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from CO,2006-ADM BLDG-100 E CANO-BLDG ADD & R into CO2009-PCT4 DRAIN IMPRV-HEAVY EQUIP in the total amount of $915,000.00 to fund the purchase of Heavy Equipment for Precinct 4.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-38332 **3. I.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO,2006 (1336):
Approval of 2013 interdepartmental transfer within Certificate of Obligations Series 2006 from various programs to CONST PCT.1 (Program 042) in the amount of $47,697.86.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-4XX-XX-XXX-0XX-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 4/19/13, See attached Exp. Report.

Attachments

Transfer

Exp Report (1336)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/19/2013 03:46 PM
Obdett Calzada	Obdett Calzada	04/22/2013 03:44 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Glinda Pacheco Started On: 04/19/2013 03:10 PM

Final Approval Date: 04/26/2013

DATE: April 29, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management

ACCOUNT NUMBER: 3-1336-4XX-XX-XXX-0XX-0-XXX

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

Contact: Glinda Pacheco
Ph#: 292-7025 Ext:5459

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
3-1336-412-00-122-043-0-739	**CO2006-PCT2 JP/CONSTABLES-OTHER STRUCT**	**($0.01)**
3-1336-412-00-220-010-0-452	**CO,2006-CRTHSE-BLDG ADD & RENOV**	**($0.82)**
3-1336-419-40-220-028-0-739	**CO,2006-CRTHSE ADDL PRK-OTHER STRUCTURES**	**($17,772.42)**
3-1336-423-00-280-036-0-720	**CO,2006-SHRF SUBSTATION PCT.1-BUILDINGS**	**($5,119.28)**
3-1336-419-40-220-043-0-452	**CO,2006-ADM BLDG-100 E CANO-BLDG ADD & R**	**($24,805.33)**
To:		
3-1336-421-00-220-042-0-720	**CO,2006-CONST PCT.1-BUILDINGS**	**$47,697.86**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Additional funds needed to cover change orders from Holchemont for: additions to the lobby, electrical work and roof access ladder.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-38399 **4. A.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Pct 1 Cert Plat Utility Status 04-30-13

Pct 1 Water Service Availability 04-30-13

Pct 2 & 4 Cert Plat & Utility Status 04-30-13

Pct 2 & 4 Water Service Availability 04-30-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 02:44 PM
Olga Garza	Olga Garza	04/25/2013 04:05 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Irma Castillo Started On: 04/24/2013 02:28 PM

Final Approval Date: 04/26/2013

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	MARIA DE LA ROSA	1-10022
2.	CASIMIRO MIRELES	1-9984
3.	ALBERTO KOH	1-9908
4.	MANUEL RIOS	1-8185
5.	EVER E. MARES	1-9996
6.	NOMELI SANCHEZ	1-10054
	COMM. COURT: APRIL 30, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct ① 2 3 4

Application No: 1-10022

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: MARIA delosA Lerma

Address: 1131 michigan St ALAMO TX 78516

Phone: 956 569-35-65

Water Supplier: N.A.W.S

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

Account/ESI No.: N/A

[X] Temporary Pole [ ] Permanent Service

regarding the land described as:

GOOLIE MEADOWS PH2 LOT 112 ,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 2/20/08);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-10072

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

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

PARTY MAKING REQUEST:

Name: MARIA delos ANGeles Lerma

Address: #1131 MICHIGAN ST ALAMO TX.

Phone: 956- 278-1533

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

GOOLIE MEADOWS PH2 LOT 112

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

MARIA delos ANGeles Lerma 4/23/13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10022
Apr. 12, 2013

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

G5975-02-000-0112-00

[1] OWNER: LERMA, MARIA DE LOS ANGELES

1131 MICHIGAN ST.
ALAMO, TX 78516
Telephone No. 569-3565

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 264 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE C-44

[7] LEGAL DESC./NAME OF SUBDIVISION
GOOLIE MEADOWS PH.#2 LOT#112

LOCATION: 0 GOOLIE & NOLANA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,600

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT25' REAR 30' SIDES 6' FINISH FLOOR ELEV.
18:" ABOVE TOP OF CURB

Prepared by — Date: 4/12/13

Approved by: Jonathan Ingalls — Date: 4/5/13

Signature of Owner or Applicant: MARIA DE LOS ANGELES LERMA — Date: 4/12/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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

Date: **March 26, 2013**

Grantor: **RCI Development-Wisconsin, Ltd**

Grantor's Mailing Address (including county):

2614 Freddy Gonzalez
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee:

Name 1: **Maria de los Angeles Lerma**
Name 2: **Octavio Perez Perez**

Mailing Address:

1131 Michigan St.
Alamo, TX 78516
Hidalgo County, TX

Phone Number 1: **956-581-3565**
Phone Number 2: **956-278-1533**

Social Security Number:
Grantee 1:
Grantee 2:

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty Five Thousand and No/100 ($35,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Alan Monroe, Trustee.

Property (including any improvements):

Lot Number(s) 112, Goolie Meadows Phase II, is a 41.596 acre tract of land being all of Blocks 144, and 20.489 acres out of Block 145, Hill-Halbert Tract out of the El Gato and La Blanca Grants, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 54, Page 184-186, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien recorded under County Clerk's Document Number 1661924, Official Records, Hidalgo County, Texas.

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN (Continued)

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

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

RCI Development-Wisconsin, Ltd

By: RCI Development, LLC, General Partner

Manager

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 27 day of MARCH, 2013, by TIM GERHART, MANAGER of RCI DEVELOPMENT, LLC, a Texas Limited Liability Company, on behalf of said limited liability company, and the limited liability company acknowledged this instrument as General Partner on behalf of RCI Development-Wisconsin, Ltd, a Texas Limited Partnership.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

RCI Development-Wisconsin, Ltd
2614 Freddy Gonzalez
Edinburg, Texas 78539

NOTARY PUBLIC STATE OF TEXAS
ROBERTO CASTILLA
Notary Public
State of Texas
My Comm. Exp. 06-23-2016

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-9984

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Casimiro Miveles

Address: 6704 E. St.
Mercedes Tx
78570

Phone: (956) 272-9901

Water Supplier: N.A.W.S.

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

Account/ESI No.: N/A.

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Sunrise #2 lot 4 Blk 2,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8-24-75);

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 1-9984

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

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

PARTY MAKING REQUEST:

Name: Casimiro Mireles

Address: 6704 E. St.
Mercedes Tx 78570

Phone: (956) 272-9901

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

Sunrise #2 lot 4 Blk 2.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

CASIMIRO MIRELES — Requesting Party (Signature)
4.3.13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/10/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10058
Apr. 24, 2013

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

S7250-02-002-0004-00

[1] OWNER: MIRELES, CASIMIRO
6704 E. ST
MERCEDES TX 7870

Telephone No. 272-9901

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 272 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SUNRISE #2 LOT 4 BLK 2
AE-44

LOCATION: 0 1015 & 11 1/2 N

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $272

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 15' SIDES 6' FINISH FLOOR ELEV.
64.00 BFE

Jonathan Isidro — Prepared by — 4/3/13 — Date

Jonathan Isidro — Approved by — 03/27/13 — Date

Signature of Owner or Applicant — Date

CASIMIRO MIRELES P — 0.94

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ✓ YES ____ NO 64.0' BFE

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

[NOTICE]

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

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

corded On-2007-Jun-21 As-1773263

1773263

Above Space Reserved for Recording
[If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.]

Warranty Deed

Date of this Document: JUNE 21, 2007

Reference Number of Related Documents: _____

Grantor(s):
Name MAGDA ALVAREZ
Street Address 777 W. SUNRISE RD.
City/State/Zip WELASCO, TEXAS 78596

Grantee(s):
Name CASIMIRO PONCE MIRELES AND JUANA chavez IZAAQURRE
Street Address RT. 3½ 5 N. SUNRISE RD.
City/State/Zip WESLACO, TEXAS 78596

Abbreviated Legal Description (i.e., lot, block, plat, *or* section, township, range, quarter/quarter *or* unit, building and condo name): ALL OF LOT NO. FOUR (4) BLOCK two(20 SUNRISE RD. HIDALGO CO Tex

Assessor's Property Tax Parcel/Account Number(s): _____

For good consideration, TEN AND OTHER CONSDATION VALVE
of _____, County of HIDALGO,
State of TEXAS, hereby bargain, deed and convey to _____
_____ of _____
County of HIDALGO, State of TEXAAS, the following described land in _____
HIDALGOCounty, free and clear with WARRANTY COVENANTS; to wit: _____
_____
_____
_____

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LF602-1 • Rev. 02/05

corded On-2007-Jun-21 As-1773263

Grantor, for itself and its heirs, hereby covenants with Grantee, its heirs, and assigns, that Grantor is lawfully seized in fee simple of the above-described premises; that it has a good right to convey; that the premises are free from all encumbrances; that Grantor and its heirs, and all persons acquiring any interest in the property granted, through or for Grantor, will, on demand of Grantee, or its heirs or assigns, and at the expense of Grantee, its heirs or assigns, execute any instrument necessary for the further assurance of the title to the premises that may be reasonably required; and that Grantor and its heirs will forever warrant and defend all of the property so granted to Grantee, its heirs, and assigns, against every person lawfully claiming the same or any part thereof.

Being the same property conveyed to the Grantor by deed of ~~JUNE 21, 2007~~, dated JUNE 21, 2007.

WITNESS the hands and seal of said Grantor this 21 day of JUNE, 2007.

Casimiro Mirels P
Grantor

Juana Chavez Izaquirre
Grantor

State of TEXAS)

County of COUNTY OF HIDALGO)

On JUN 21 2007, before me, BERTA HINJOSA, personally appeared CASIMIRO MIRELS P AND JUANA CHAVEZIZAQUIRRE personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Berta H

Affiant X Known _____ Unknown
ID Produced 19473927

(Seal)



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PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-9908

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Alberto Ikoh

Address: Ash subdivicion Lot # 8

Phone: 956 261 16 43

Water Supplier: WWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Ash lot # 8,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 3-31-09);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-9908

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

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

PARTY MAKING REQUEST:

Name: Alberto Koth AKE

Address: Ash subdivision
Lot # 8

Phone: 956-261-16-43

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

Ash lot # 8

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 4-22-13

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/22/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9908
Mar. 15, 2013

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

A5394-00-000-0008-00

[1] OWNER: KOH, ALBERTO

1710 MILE 9 N.
DONNA TX 78537
Telephone No. 261-1643

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 924 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
ASH SUBD. LOT 08

LOCATION: 0 N. VICTORIA & 11TH

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:40' REAR:50' SIDES:6'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

Prepared by — Date: 3/15/13

JONATHAN ISIDRO — Approved by — Date: 3/12/13

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 5, 2013

Grantor: ACORN TRUST

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

Grantee: Alberto Koh Ake

Grantee's Mailing Address (including county):
5101 Romo de Flores
Donna, Hidalgo County, Texas 78537

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

Property (including any improvements):

Lot 8, ASH SUBDIVISION, Hidalgo County, Texas, according to map recorded under Document Number 1989162, Official Records, Hidalgo County Texas.

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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

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

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

ACORN TRUST

By: Roger A. Bechtel
Roger A. Bechtel, Trustee

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 6th day of March 2013 by ROGER A. BECHTEL, Trustee of ACORN TRUST.

Gloria A. Perez
Notary Public, State of Texas

After Recording Return To:
Alberto Koh Ake
5101 Romo de Flores
Donna, Hidalgo County, Texas 78537

NOTARY PUBLIC STATE OF TEXAS
Gloria G. Perez
Commission Expires
04-10-2016

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-8185

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Manuel Rios

Address: 751 Monica St
Donna, TX 78537

Phone: (956) 472-0447

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Piquita De Oro lot #72,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 8-8-1982);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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Edinburg, Texas 78542
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956-318-2844

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956-968-4734
956-973-7850

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

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

Precinct (1) 2 3 4

Application No: 1-8185

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

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

PARTY MAKING REQUEST:

Name: Manuel Rios

Address: 757 Monica St
Donna, TX

Phone: (956) 472-0447

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

Piguito Re Oro lot #72

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Manuel Rios — Requesting Party (Signature)
4-18-13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8185
Jul. 14, 2011

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

P6960-00-000-0072-00

[1] OWNER: RIOS, MANUEL

415 S. 21ST.
DONNA, TX. 7853
Telephone No. 472-0447

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,881 Sq. Ft.

[6] USE OF BUILDING: RES C-25

[7] LEGAL DESC./NAME OF SUBDIVISION
PIQUITO DE ORO LOT 72

LOCATION: 0 SIOUX & VALVERDE

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $67,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_✓_ NO

Special Conditions: No construction allowed over any easements.
MSUT COMPLY WIHT ALL COUNTY SETBACKS & REGULATION
FRINT 25' REAR 15' SIDES 6'
FINISH FLOOR ELEV. 18" ABOVE CENTER ON STREET

Prepared by — Date: 7-14-11

Approved by — Date: 7-14-11

x Manuel Rios

Signature of Owner or Applicant — Date: 7-14-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.:_____

Certification of Elevation
Required: _____YES _✓_ NO _____ BFE

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

[NOTICE]

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

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

CHARGE TO: EDWARDS ABSTRACT
GF # 753516-VT

1804729

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

WARRANTY DEED

Date: September 10, 2007

Grantor: PAULA VILLARREAL, a single person

Grantor's Mailing Address (including county): Manolo Martinez 211 Col. Del Prado Monterrey, N.L. Mexico

Grantee: MANUEL RIOS

Grantee's Mailing Address (including county): 415 S. 21st Street
Donna, Texas 78537
Hidalgo County, Texas

Consideration: Ten and No/100ths Dollars ($10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lot Seventy-two (72), Piquito de Oro Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 22, Page 124, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in VOLUME 22, PAGE 124, MAP RECORDS, HIDALGO COUNTY, TEXAS.

An undivided one-half (1/2) interest in all oil, gas, and other minerals on, in, under, or that be produced from the subject property as set forth in instrument dated February 10, 1969, recorded in Volume 1226, Page 858, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easement for RIGHT-OF-WAY granted to HIDALGO COUNTY, as set forth in instrument recorded in Volume 1011, Page 359, Deed Records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of DONNA IRRIGATION DISTRICT HIDALGO COUNTY NO. 1.

Minimum floor elevation; and, fifteen foot (15') utility easement along the North side, as per map or plat recorded in Volume 22, Page 124, Map Records, Hidalgo County, Texas.

Taxes for the year 2007 and subsequent years.

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

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

Paula Villarreal

PAULA VILLARREAL

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11th of Sept., 2007, by PAULA VILLARREAL.

GLORIA P. BANDA
Notary Public, State of Texas
My Commission Expires
09-07-2008

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
MANUEL RIOS
415 S. 21st Street
Donna, Texas 78537

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 753516; VT:CAM

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-9916

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Ever E Mares D

Address: 932 W Acasia
Alamo TX 78516

Phone: (956) 227-38-51

Water Supplier: N. A. W. S.

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

Account/ESI No.: N I A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Birch Ph. # 1 lot # 20 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 5/5/08);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-9994

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

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

PARTY MAKING REQUEST:

Name: Ever E Marcos D.

Address: ~~430~~ 932 W Acasia
Alamo Tx. 78516

Phone (956) 287-38-51

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

Birch Ph. # 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Ever Marcos D.
Requesting Party (Signature)

4-10-2013
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4 | 10 | 13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-9996
Apr. 8, 2013

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

B3062-01-000-0020-00

[1] OWNER: MARES EVER E.
12714 MILE 16 N. LA BLANCA
EDINBURG TX 78538

Telephone No. 227-3851

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 980 Sq. Ft.

[6] USE OF BUILDING: MOBILE HOME ZONE AH

[7] LEGAL DESC./NAME OF SUBDIVISION
BIRCH #1 LOT 20
AH-44

LOCATION: 0 493 & ML 16

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $3,800

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 40' REAR 295' SIDES 6'
FLOOR ELEV. 73.00

Prepared by — Date 4/8/13

Approved by — Date 4/2/13

Signature of Owner or Applicant — Date 4/22/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: Ml
Panel No. /Suffix: 0350 C Pct: 1

Community No.: 480334

Certification of Elevation Required: ✓ YES ____ NO 73.0 BFE

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

[NOTICE]

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

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: December 17, 2012

Grantor: THE BECHTEL FAMILY REVOCABLE TRUST

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

Grantee: EVER ELIUD DUARTE MARES

Grantee's Mailing Address (including county):
932 Acacia
Alamo, Hidalgo County, Texas 78516

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

Property (including any improvements):

Lot #20, Birch Subdivision, Phase I, Hidalgo County, Texas according to the Map recorded in Volume 55, Page 148-152, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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

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

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

THE BECHTEL FAMILY REVOCABLE TRUST

By: Roger A. Bechtel
Roger A. Bechtel, Trustee

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 17th day of December 2012 by ROGER A. BECHTEL, Trustee of THE BECHTEL FAMILY REVOCABLE TRUST.

NOTARY PUBLIC STATE OF TEXAS
Gloria G. Perez
Commission Expires
04-10-2016

Gloria A. Perez
Notary Public, State of Texas

After Recording Return To:
EVER ELIUD DUARTE MARES
932 Acacia
Alamo, Hidalgo County, Texas 78516

County of Hidalgo

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

On-Site Sewerage Inspection Report

Owner: Juan Becerril Permit #: 4F522

Address: Bus. Hwy 281 S. Lot 3 Phone #:

Location: 6 mi S of Edinburg No. Bedrooms: 2

Tank Type: Concrete

Inside diameter: 5

Inside length of sides: 5

Liquids depth or distance from tank bottom to outlet bottom: 42"

Airspace (approximately): 3"

Approximate gallon cap.: 1,500 - 1,000 Gallons

Drain Field: Trench ✓ Bed: Evapotranspiration:

Distance from private well: N/A

Distance from foundation: To tank: 5' To drainfield: 5'

Distance from property line: To tank 5' To drainfield: 120'

Depth of Trench: 36" Width of trench: 3'

Backfill material: Ib: II: III: ✓

Dimensions: 360' X 5 = 1800 Sq. Ft.

Gravel: Natural: Crushed: Washed: ✓

Amount: 20 yards, or Tons (per installation)

Pipe: Type: PVC Brand (if known): Number of feet: 200

General conditions and Workmanship:

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

Installer: A Ontiveros License No.: 1350

Remarks:

Inspector: Date: 2-19-04

D.R. Lic. # 20131

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-10054

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Nomeli Sanchez

Address: P.O. Box 243
Alamo, Tx.
78516

Phone: (956) 802-2944

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Arroyo Park 10 #4,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-24-75);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-10054

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

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

PARTY MAKING REQUEST:

Name: Nomeli Sanchez

Address: P.O. Box 243
Alamo, Tx. 78516

Phone: (956) 802-2944

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

Arroyo Park Subdivision Lot 4

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Nomeli Sanchez
Requesting Party (Signature)

4-23-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10054
Apr. 23, 2013

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

A5800-00-000-0004-00

[1] OWNER: SANCHEZ, NOMELI I.

PO BOX 243
ALAMO TX 78516
Telephone No. 802-2944

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
ARROYO PARK LOT 4

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ___YES
_X_NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:20' SIDES:6'
MIN ELE. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by _____ Date 4/23/13

JONATHAN DORE _____ Date 4/19/13
Approved by

Nomeli Sanchez _____ Date 4/23/13
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

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

AFTER RECORDING RETURN TO:

NOMELI I. SANCHEZ
P.O. Box 243
Alamo, Texas 78516

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: September 9, 2008

Grantor: ISRAEL SANCHEZ AND JOSEFINA SANCHEZ

Grantors' Mailing Address (including county):

W10391 Green Rd.
Bear Creek, WI 54922
Outagamie County

Grantee: NOMELI I. SANCHEZ, as my sole and separate property

Grantees' Mailing Address (including county):

P.O. Box 243
Alamo, Texas 78516
Hidalgo County

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of $17,500.00. The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to ARTURO MARTINEZ, trustee.

Property (including any improvements): All of Lot 4, Arroyo Park Subdivision, an addition to the City of Alamo, Hidalgo County, Texas, according to the map thereof recorded in Volume 19, Page 87, Map Records, Hidalgo County, Texas.

SAVE AND EXCEPT all of the oil, gas and other minerals in and under said land heretofore reserved in Volume 1522, Page 167, of the Deed Records, Hidalgo County, Texas.

Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and

assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

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

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

ISRAEL SANCHEZ

JOSEFINA SANCHEZ

(Acknowledgment)

STATE OF WISCONSIN §

COUNTY OF Outagamie §

This instrument was acknowledged before me on the 22 day of September 2008, 2008 by ISRAEL SANCHEZ AND JOSEFINA SANCHEZ.

Notary Public, State of Wisconsin

Jon J. Oman

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	GREGORIO CORTEZ	1-10040
	COMM. COURT: APRIL 30, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct (1) 2 3 4

Application No: 1-10040

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

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

Upon the application of:

Name: Gregorio Cortez K.

Address: 1220 Mile 3 North
Donna Texas
78537

Phone: 956. 363-2761

Water Supplier: N.A.W.S

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

Account/ESI No.: N/A

[X] Temporary Pole [ ] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

La Donna plat An IRR TR Being Out of N.80'-W139-E509.03
Lot 1 BLK 49 .26 AC GR 0.20 Ac. NET ,

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct (1) 2 3 4

Application No: 1-10040

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

GREGORIO CORTEZ ,

Known to me [*or* proved to me in the oath of TXDL07270061 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

LA DONNA LOT 1 BLK 49 0.26AC GR 0.20 AC NET ."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

_____ (Signature)

SUBSCRIBED AND SWORN TO before me on APRIL 19, 2013, to certify which, witnesses my hand and seal of office.

LEONEL NAJERA
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10040
Apr. 19, 2013

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

L0800-00-049-000B-03

[1] OWNER: CORTEZ, GREGORIO

1720 MILE 3 N.
DONNA TX 78537

Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LA DONNA AN IRR TR BEING OUT O
F N80'-W139'-E509.03' LOT 1 BL
K 49 0.26AC GR 0.20AC NET

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:40 REAR:15' SIDES:6'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

Prepared by — Date 4/19/13

GILBERT PEÑA — Approved by — Date 4/19/13

Signature of Owner or Applicant — Date 4/19/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

2095288

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: April 20, 2010

Grantor: Maria I Alvarez

Grantor's Mailing Address (including county):
2018 E 19Th St Mission, Tx 78572, Hidalgo County, Texas

Grantee: **Gregorio Cortez Rocha**

Grantee's Mailing Address (including county):
1446 Carlos Dr Alamo Tx 78516
Hidalgo County, Texas

Conveyance: Subject to the Vendor's Lien that is retained by Grantor, Grantor has granted, sold, and conveyed unto Grantee the following identified and described property:
That portion that lies West of the drainage ditch easement out of the North 80 feet of that certain 5.74 acre tract out of lot 1, block 49 and lot 2, block 50, la donna plat subdivission, Hidalgo Country, Texas, according to the plat thereof being exhibit A in volume 2497, page 637, real property records, Hidalgo County, Texas.

Consideration: This conveyance is based upon the consideration of four thousand five hundred dollars and other good and valuable consideration wich has been paid unto the Grantor by the Grantee including a Real Estate Lien Note dated April 20, 2010 in the principal amount of one thousand one hundred dollars ($ 1,100.00) By signing this Deed, Grantor acknowledges receipt of the Grantee's payment.

Vendor's Lien: A Vendor's Lien is retained in favor of the payee of the Note against the above described property and improvements to the property. Grantor retains superior title to the property until, the Note is paid in full according to its terms. The Note is secured by a Vendor's Lien retained in this Deed and by a Deed of trust of even date from Grantee to the above named trustee. The Vendor's Lien shall remain attached to the property and improvements until the

trustee. The Vendor's Lien shall remain attached to the property and improvements until the Note and all interest on the Note is fully paid according to the terms of the Note. At that time this deed shall become absolute and the Vendor's Lien shall be released.

Rights: This conveyance is made unto Grantee to have and to hold the above described property, together with, all and singular, the rights and appurtenances thereto in any wise belonging unto the Grantee, his or her heirs or assigns forever.

Warranty: Grantor binds himself, hisor her heirs, executors, and administrators to warrant and forever defend, all and singular, the above identified property to Grantee, his or her heirs, and assigns, against every person who may lawfully claim the same, or any part thereof. This warranty excludes any and all reservations and exceptions to the conveyance.

Reservations from and exceptions to the conveyance and warranty: This conveyance is made subject to any and all valid and subsisting or recorded restrictions, conditions and covenants, easements rights-of-way, prescribe rights, wheter of record or not, reservations including but not limited to oil and gas leases, mineral severances, interests, and royalty rights, water, water rights or riparian rights, maintenance charges, together with any Lien securing the maintenance charges,zoning laws, ordinance of municipal or other governmental agencies or authorities, and conditions and covenants, if any, applicable to and enforceable against the property described above and as shown by the records of the county clerk of Hidalgo County Tx.

Signed on April 20- 2010

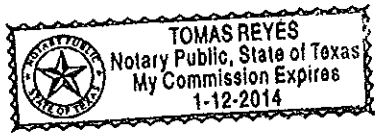
Maria I Alvarez

After recording return to:
Maria I Alvarez
2018 E 19th St Mission Tx 78572

State of Texas
County of Hidalgo

This instrument was acknowledged before me on 20th of April 2010 by Maria I Alvarez and Gregorio Cortez Rocha

TOMAS REYES
Notary Public, State of Texas
My Commission Expires
1-12-2014



Notary Public, State of Texas

My commission expires:

01-12-2014

Grantor makes no warranty, express or implied, concerning the property's condition,need of repair, existence or absence of any defects, visible, hiden, latent or otherwise.
Grantor hereby disclaims any and all warranties, express or implied concerning the property's workmanship, there are no implied warranties of merchantability or fitness for a particular purpose. Grantor delivers the property to the Grantee "as is" and "with all faults".

FLJiegg
#5222

2251
Prepared by the State Bar of Texas for use by lawyers only.
Revised 10-85.
© 1985 by the State Bar of Texas

35433

7.00

WARRANTY DEED

Date: AUGUST 26, 1987.

VOL 2497 PAGE 637

Grantor: RAMON GONZALES AND WIFE, ANGELITA P. GONZALES

Grantor's Mailing Address (including county):

ROUTE 1, BOX 40
DONNA, HIDALGO COUNTY, TEXAS 78537

Grantee: JOSEPH E. CHRISTMAS

Grantee's Mailing Address (including county):

P. O. BOX 469
MASON, TIPTON COUNTY, TENNESSEE 38049

Consideration: TEN AND NO/100THS ($10.00) DOLLARS AND OTHER CONSIDERATION.

Property (including any improvements):

That portion that lies West of the drainage ditch easement out of the North Eighty (N. 80.0) feet out of that certain Five and Seventy-Four Hundreths (5.74) Acre Tract of Land out of Lot One (1), Block Forty-Nine (49), and Lot Two (2), Block Fifty (50), of the La Donna Plat Subdivision, Hidalgo County, Texas. Said property being conveyed being more particularly described on and shown on the attached plat which is attached hereto as Exhibit "A" and made a part hereof for all purposes. The said 5.74 acre tract being the same land conveyed to Bernabe Gonzalez and wife, Eloisa S. Gonzalez, to Ramon Gonzales, et. al. by Deed dated January 4, 1957, and recorded in Vol. 878, Pages 334-335, of the Deed Records of Hidalgo County, Texas, to which Deed and its record reference is here made for a more complete description of said 5.74 acre tract of land out of which this conveyance is being made.

Reservations from and Exceptions to Conveyance and Warranty:

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

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

VOL 2487 PAGE 638

Ramon Gonzales
RAMON GONZALES

Angelita P. Gonzales
ANGELITA P. GONZALES

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO.

This instrument was acknowledged before me on the 16th day of September, 19 87,
by RAMON GONZALES AND WIFE, ANGELITA P. GONZALES.

Esther Gorena
Notary Public, State of Texas
Notary's name (printed): Esther Gorena
Notary's commission expires: 9-30-88

(Corporate Acknowledgment)

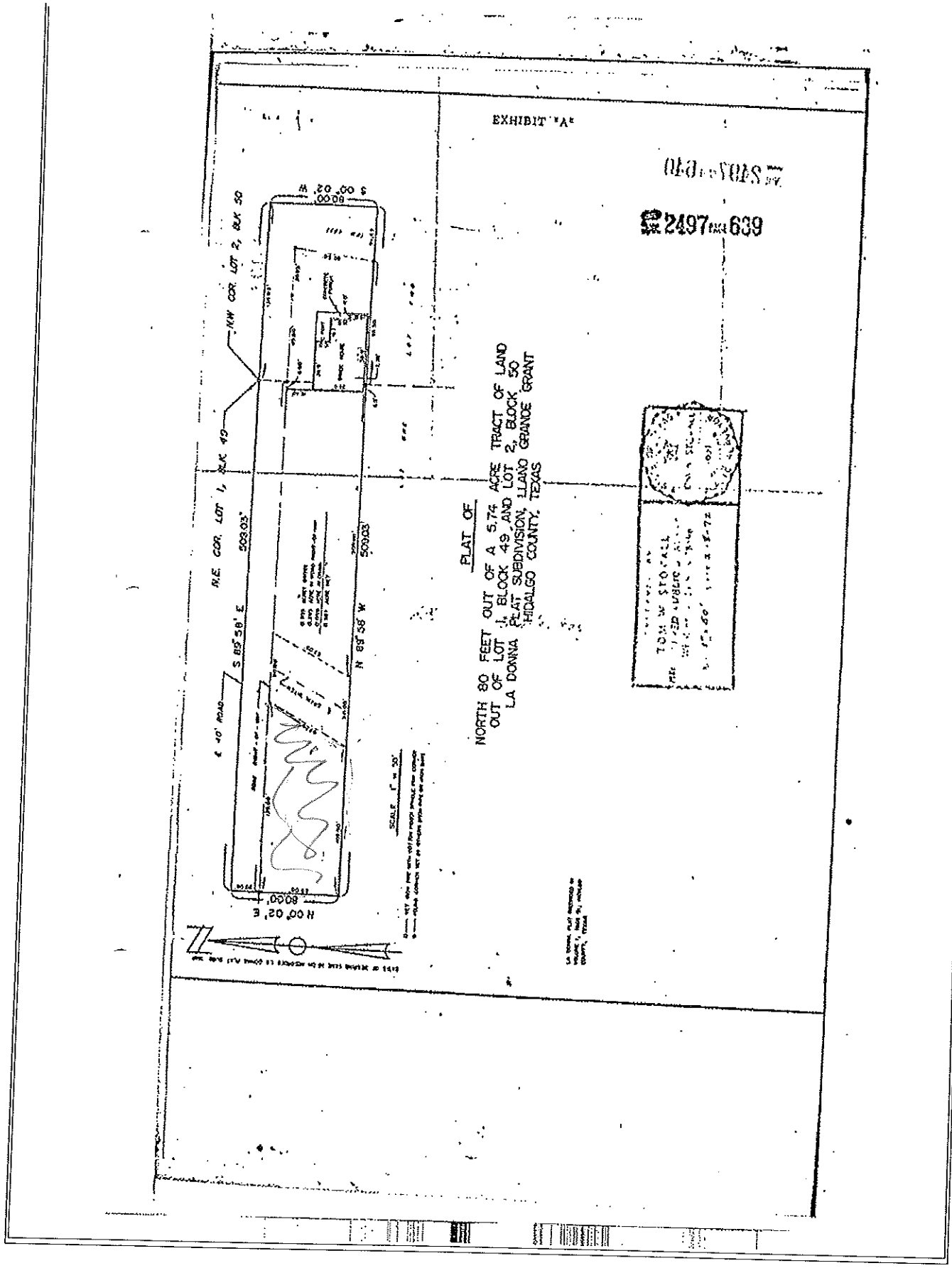
STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of , 19 ,
by
of
a corporation, on behalf of said corporation.

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

CHG. &
AFTER RECORDING RETURN TO:
FORREST L. JONES
JONES, GALLIGAN, KEY & PENA
P. O. DRAWER 1247
WESLACO, TEXAS 78596

PREPARED IN THE LAW OFFICE OF:
JONES, GALLIGAN, KEY & PENA


EXHIBIT "A"
2497 639
PLAT OF
NORTH 80 FEET OUT OF A 5.74 ACRE TRACT OF LAND
OUT OF LOT 1, BLOCK 49 AND LOT 2, BLOCK 50
LA DONNA PLAT SUBDIVISION, LLANO GRANDE GRANT
HIDALGO COUNTY, TEXAS
N.E. COR. LOT 1, BLK. 49
NW COR. LOT 2, BLK. 50
S 89° 58' E
N 89° 58' W
509.03'
509.03'
60.00'
N 00° 02' E
S 00° 02' W
SCALE 1" = 50'
TOM W. STOVALL

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Alma Delia Morales	4-12334
2.	Dream Homes by J&J	4-12258
3.	Edgar Molina	4-12301
4.	Jesus Arturo Gutierrez	4-12288
5.	Carlos Huerta & Stephanie De La Rosa	4-11863
6.	Leonor Limon	4-9115
7.	Mario Sigala	4-11878
8.	Gabriel Rodriguez	4-12294
9.	Alvar Lozano	4-12330
	COMM. COURT: April 30, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-12334

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Almadelia Morales

Address: 5765 Nuevo Amanecer
Pharr Tx 78577

Phone: (956) 562-6713

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Damian Acres Ph II Lot 83 ,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-25-09);

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 4-12329

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

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

PARTY MAKING REQUEST:

Name: Alma Delia Morales

Address: 5705 Nuevo Amanecer
Phar Tx 78577

Phone: (956) 562-6713

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

Daniels Acres Ph II Lot #83

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Alma Delia Morales
Requesting Party (Signature)

4-23-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

04/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12334
Apr. 23, 2013

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

D0687-02-000-0083-00

[1] OWNER: MORALES, ALMA DELIA

PO BOX 1716
DOVER, FL 33527-1716
Telephone No. 562-6713

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
DAMIAN ACRES PH 2 LOT 83

LOCATION: 0 ALBERTA & R. LONGORIA

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE 7' REAR 40' SOUTH SIDE 15'
18" CENTERLINE OF STREET.

Flor D. Castillo — Prepared by — 4/23/13 Date

Efrain Ubaldo — Approved by — 4/23/13 Date

Kilma Delia Morales — Signature of Owner or Applicant — 4-23-13 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0115C Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

994274

WARRANTY DEED WITH VENDOR'S LIEN

Date: February 1, 2001

Grantor: HECTOR GUERRA and ALICIA GUERRA, husband and wife, owning, occupying, and claiming other property as homestead

Grantor's Mailing Address:

HECTOR GUERRA and ALICIA GUERRA
907 South Cage
Pharr, Texas 78577
Hidalgo County

Grantee: ALMA DELIA MORALES

Grantee's Mailing Address:

ALMA DELIA MORALES
P O Box 1716
Dover, Florida 33527
Hillsborough County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of EIGHTEEN THOUSAND SIX HUNDRED TWENTY TWO AND 17/100 DOLLARS ($18,622.17) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to ROSALINDA GUAJARDO, Trustee

Property (including any improvements):

Lot Eighty-three (83), DAMIAN ACRES PHASE II, an Addition to the City of Edinburg, Hidalgo County, Texas, according to the map thereof recorded in Volume 36, Pages 162-164, Map Records of Hidalgo County, Texas.

Reservations from Conveyance:

Easements for water lines, gas lines, telephone and telegraph lines, electric lines, and other utilities as shown on plat recorded in Volume 9, Page 20, Map Records of Hidalgo County, Texas.

Highway easement along the West twenty feet (20') as shown on plat recorded in Volume 9, Page 20, Map Records of Hidalgo County, Texas. (as to Lots 1 and 2 of Tract II)

Easement granted by Sydney B. Brad to the City of Pharr by instrument granted April 3, 1955, recorded in Volume 829, Page 479, Deed Records of Hidalgo County, Texas. (as West 1/2 of Lot 9 of Tract II)

Easements, rights, rules, and regulations in favor of Hidalgo County Irrigation District No. 2.

All Visible easements.

Oil and Gas Lease dated April 11, 1958, from W.A. Olson and wife, Effie W. Olson, to Delhii-Taylor Oil Corporation and Mayfair Minerals, Inc., recorded in Volume 212, Page 265, Oil and Gas Lease Records of Hidalgo County, Texas.

All oil, gas and other minerals reserved in Deed dated May 6, 1969, recorded in Volume 1231, Page793, Deed Records of Hidalgo County, Texas.

Terms, conditions and stipulations contained in all unrecorded Lease Agreements, if any.

Rights of tenants in possession, if any.

Standby fees, taxes and assessments by any taxing authority for the year 2000 and subsequent years.

Exceptions to Conveyance and Warranty:

To the extent they validly exist:

1. A lien securing a promissory note in the original principal amount of SIX HUNDRED FIFTY-TWO THOUSAND NINETY AND NO/100 DOLLARS ($652,090.00), described in and secured by a deed of trust recorded in County Clerk File No. 831340, of the Official Records of Hidalgo County, Texas. Grantee does not assume payment of the note or liability under any instrument securing the note.

2. A lien securing a promissory note in the original principal amount of TWO HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED THIRTY AND NO/100 DOLLARS ($275,130.00), described in and secured by a second lien deed of trust recorded in County Clerk File No. 864483, of the Official Records of Hidalgo County, Texas. Grantee does not assume payment of the note or liability under any instrument securing the note.

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

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

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

HECTOR GUERRA

ALICIA GUERRA

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on February 1, 2001 by HECTOR GUERRA and wife, ALICIA GUERRA.

AIMEE NICANOR
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-02-2002

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

HECTOR GUERRA
907 South Cage
Pharr, Texas 78577

AFTER RECORDING RETURN TO:

ALMA DELIA MORALES
P O Box 1716
Dover, Florida 33527

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12258

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Dream Homes by J & J

Address: 509 E. Pike
Suit A
Weslaco, TX 785

Phone: 956-533-6142

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

Water Supplier: City of Edinburg

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

Account/ESI No: 201670-015

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Los Venados Ph. 4 Lot #451,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 09-14-04);

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-12258

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

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

PARTY MAKING REQUEST:

Name: Dream Homes by J & J

Address: 509 E. Pike Suite A
Weslaco, TX 78596

Phone: 956-533-6142

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

Los Venados Ph. 4, Lot #451

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature)

4-23-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

04/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-12258
Apr. 2, 2013

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

L6446-04-000-0451-00

[1] OWNER: DREAM HOMES BY J & J-CONST.

509 E. PIKE SUITE A.
WESLACO, TX. 78596
Telephone No. 447-2000

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

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

[5] SIZE OF STRUCTURE: 3,066 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS VENADOS #4 LOT 451

LOCATION: 0 186 & 281

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $155,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 10' REAR 15' FINISH FLOOR OF ELEV
AS PER COE.

Prepared by — Date: 4/02/13

Approved by — Date: 3/13/13

Signature of Owner or Applicant — Date: 4-2-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0225 B
Panel No. /Suffix:_____ Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

Charge to: VLTC
GF# 131635

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: January 2, 2013

Grantor: FRANCISCO ANTONIO SOTO and spouse, MARY CATHERINE SOTO

Grantor's Mailing Address (including county):

Hidalgo County, Texas

Grantee: DREAM HOMES BY J & J - Construction CO., a Texas Corporation

Grantee's Mailing Address (including county): 509 East Pike Blvd., Suite A
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Forty-two Thousand One Hundred Forty and 00/100 Dollars ($42,140.00) and is executed by Grantee, payable to the order of BANK OF SOUTH TEXAS. The note is secured by a vendor's lien retained in favor of BANK OF SOUTH TEXAS in this deed and by a deed of trust of even date from Grantee to Darryl K. Lemke, Trustee.

Property (including any improvements):

All of Lot 451, LOS VENADOS SUBDIVISION PHASE IV, Hidalgo County, Texas, according to the map recorded in Volume 46, Pages 25 thru 34, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

Restrictions of record Dated July 11, 2003, filed July 11, 2003 under Document Number 1220191; dated April 22, 2004, filed April 23, 2004 under Document Number 1326322; dated July 15, 2003, filed August 6, 2003 under Document Number 1229132; dated October 1, 2003, filed October 10, 2003 under Document Number 1253996; dated June 22, 2004, filed June 22, 2004 under Document Number 1349572; dated November 17, 2004, filed November 17, 2004 under Document Number 1405101 and dated May 2, 2005, filed May 2, 2005 under Document Number 1465875, Official Records and Volume 46, Pages 25 thru 34, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Annual maintenance charge and/or current assessments as set forth in instrument dated July 11, 2003, filed July 11, 2003 under Document Number 1220191 and dated July 11, 2003, filed April 23, 2004 under Document Number 1326322, Official Records, Hidalgo County, Texas.

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Los Venados Subdivision, Phase IV, recorded Volume 46, Pages 25 thru 34, Map Records of Hidalgo County, Texas.

Right of way easement in favor of State of Texas as shown by instrument recorded in Volume 783, Page 183, Deed Records of Hidalgo County, Texas.

Easements in favor of Southwestern Bell Telephone Co. as shown by instruments recorded in Volume 400, Page 632; Volume 785, Pages 568 and 569 and Volume 1072, Page 349, Deed Records of Hidalgo County, Texas.

Right of way easement in favor of Tennessee Gas Transmission Co. as shown by instruments recorded in Volume 612, Page 534 and Volume 619, Page 164, Deed Records of Hidalgo County, Texas.

Right of way easement in favor of Humble Oil and Refining Company as shown by instruments recorded in Volume 1019, Pages 38, 39 and 40, Deed Records of Hidalgo County, Texas.

When Grantor repays all debts owed to Lender, this deed of trust lien will terminate only if Lender releases this deed of trust at the request of Grantor. Until Lender releases it, this deed of trust will remain fully in effect to secure other present and future advances and debts, regardless of any additional security given for any debt and regardless of any modification.

Dated: January 2, 2013

GRANTOR:

DREAM HOMES BY J & J - CONSTRUCTION CO., a Texas Corporation

BY:

JORGE GONZALEZ, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on this the 8th day of January, 2013, by JORGE GONZALEZ, President of DREAM HOMES BY J & J - CONSTRUCTION CO., a Texas Corporation on behalf of same and in his capacity thereof.

TONJA GATTON
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-12-2014

Notary Public, State of Texas

TRUSTEE:
Darryl K. Lemke
506 E. Dove Ave.
McAllen, Texas 78504

AFTER RECORDING RETURN TO:
Bank of South Texas
506 E. Dove Ave.
McAllen, Texas 78504
Loan No. 31308100

BENEFICIARY:
Bank of South Texas,
506 E. Dove Ave.
McAllen, Texas 78504

PREPARED BY:
The Alvarado Law Firm
4757 S. Jackson Rd., Ste. 103
Edinburg, Texas 78539
File/GF: 131635

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12301

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	4/23/13

Name: Edgar Molina

Address: 6507-EARTH-DR
EDINBURG-TX-78542

Phone: 956 331 63 24

Water Supplier: NMWSC.

Utility Provider: [ ]M.V.E.C. [4]AEP

Account/ESI No.: 10032789445487535

[ ] Temporary Pole [ ] Permanent Service
[4] Mobile Home

regarding the land described as:
~~LOT~~ CAESARS RANCHES SUBDIVISION II Lot 17,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 07-14-09);

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-1230

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

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

PARTY MAKING REQUEST:

Name: Edgar Molina

Address: 6507 EARTH DR
GDIMBOR TX 78542

Phone: 956 331 6324

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

Cuevas Ranches Lot # 17

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Edgar Molina
Requesting Party (Signature)

04/23/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

04/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12301
Apr. 17, 2013

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

C2547-00-000-0017-00

[1] OWNER: GARCIA, EDGAR MOLINA

3300 PALENQUE
MCALLEN, TX. 78504
Telephone No. 331-6324

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 952 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
CAESAR'S RANCHES LOT 17

LOCATION: 0 281 & RAMSEYER

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES
__L__NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE 7' REAR 40' CORNER SIDE 10'
FINISH FLOOR OF ELEV. 18" TOP OF ROAD

Prepared by — Date: 4-17-13

Approved by — Date: 4-17-13

Signature of Owner or Applicant — Date: 4/17/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0330 C
Pct: 4
Community No.: 480334

Certification of Elevation Required: ____ YES __L__ NO ____ BFE

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

[NOTICE]

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

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

RE: Lot 17, Caesar's Ranches Subdivision, Hidalgo County, Texas, Doc No. 2017172 , Official Rec Hid Cty TX

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

Special Warranty Deed with Vendor's Lien

1. Date: April 10, 2013

2. Grantor: Garco, Ltd., A Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: EDGAR MOLINA GARCIA

5. Grantee's Mailing Address: 6801 E. Ramseyer Road, Edinburg, Hidalgo County, Texas 78542

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of TWENTY SEVEN THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS ($27,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Alan D. Monroe, Trustee.

7. Property: Lot Seventeen (17), CAESAR'S RANCHES SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 2017172, Official Records of Hidalgo County, Texas.

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

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
   B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
   C. Anything an on-the-ground A-1 survey would reveal.
   D. The taxes for the year 2013 and subsequent years.
   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

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

10. Prior Liens: Deed of Trust recorded under Document No. 2013983 , Official Records, Hidalgo County, Texas

RE: Lot 17, Caesar's Ranches Subdivision, Hidalgo County, Texas, Doc No. 2017172 , Official Rec Hid Cty TX

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.

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

14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

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

16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By: _____
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 10th day of April, 2013, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

NOTARY PUBLIC STATE OF TEXAS
YOLANDA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-31-2016

Yolanda Flores
Notary Public, State of Texas
My Commission Expires: 7-31-20

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12288

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Sewer
	Date Approved:	/ /	4/23/13

Name: Jesus Arturo Gutierrez

Address: Caesars Ranches
6415 Earth Dr
Edinburg Tx 78539

Phone: 956 475 6887

Water Supplier: North Alamo water Supply

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

Account/ESI No.: _____

[ ] Temporary Pole [ ] Permanent Service
D-Mobile Home

regarding the land described as:
Lot 13 sub Caesars Ranches ,

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 07-14-09);

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

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

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

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

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

ATTEST: _____ _____
Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-12288

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

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

PARTY MAKING REQUEST:

Name: Jesus Arturo Gutierrez

Address: Caesars Ranches

6415 Earth Dr Edinburg, Tx 78539

Phone: 956 475 6887

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

Lot 13 sub Caesars Ranches

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature)

04-23-2013
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

04/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12288
Apr. 12, 2013

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

C2547-00-000-0013-00

[1] OWNER: GUTIERREZ, JESUS A. DELGADO

3910 W. FREDDY GONZALEZ
EDINBURG, TX. 78539
Telephone No. 475-6887

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 224 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
CAESAR'S RANCHES LOT 13

LOCATION: 0 DOOLITTLE & RAMSEYER

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,500

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 7' REAR 37'

Prepared by — Date: 4-12-13

Approved by — Date: 4-12-13

Signature of Owner or Applicant — Date: 04-12-2013

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$60.00**

Light [X] Water [X]

Flood Zone: NO 0395 D.
Panel No. /Suffix:
Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

NOTICE OF CONFIDENTIALITY RIGHTS

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

Special Warranty Deed with Vendor's Lien

1. Date: March 25, 2013

2. Grantor: Garco, Ltd., A Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: JESUS ARTURO GUTIERREZ DELGADO

5. Grantee's Mailing Address: San Marcos Bar #4, Lot 88, San Juan, Hidalgo County, Texas 78589

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of TWENTY SEVEN THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS ($27,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot Thirteen (13), CAESAR'S RANCHES SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 2017172, Official Records of Hidalgo County, Texas.

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

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

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

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

   D. The taxes for the year 2013 and subsequent years.

   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

   F. **Right of First Refusal.** If Grantee desires to sell or otherwise transfer any interest in the property herein described, Grantor shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Grantor's failure to meet such offer in writing within 30 days after written notice thereof from Grantor to Grantee, Grantee may sell the property to the third party in accordance with his offer.

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

10. Prior Liens: Deed of Trust recorded under Document No. 2013983 , Official Records, Hidalgo County, Texas

11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):

12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.

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

14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

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

16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner: Garco Management L.L.C., a Texas Limited Liability Company

By: _____
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 25th day of March 2013, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

YOLANDA FLORES (SEAL)
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-31-2016

_____
Notary Public, State of Texas
My Commission Expires: 7-31-2016

After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-1186

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	4 / 22 / 13

Name: Carlos Huerta

Address: 7217 Vista del Cielo Edinburg, TX 78542

Phone: (956) 457-3518

Water Supplier: North Alamo Water Corp.

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

Account/ESI No.: 10032789403700707

[✓] Temporary Pole mobile Home [ ] Permanent Service

regarding the land described as: Caesars Ranchos Lot # 36.

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 07-14-09);

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

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

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

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

_____ _____ _____

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

ATTEST: _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11863

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

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

PARTY MAKING REQUEST:

Name: Carlos Huerta

Address: 7217 Vista del Cielo Edinburg, Tx 78542

Phone: (956) 457-3518

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

Lot 316. Ltd Caesars Ranch

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Stephanie Leigh Cox — Requesting Party (Signature)
04.19.13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

04/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11863
Oct. 10, 2012

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

C2547-00-000-0036-00

[1] OWNER: HUERTA, CARLOS & STEPHANIE
DE LA ROSA
7217 VISTA DEL CIELO
EDINBURG, TX. 78542
Telephone No. 309-5762

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
CAESARS RANCHES LOT 36

LOCATION: 0 DOOLITTLE & RAMSEYER

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $2,600

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 7'
REAR 37' . 18" ABOVE TOP OF ST.

Prepared by — Date: 10/10/12

Approved by — Date: 09/06/12

Stephanie De La Rosa — Date: 10-10-12
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ____NO ____ BFE

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

[NOTICE]

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

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

RE: Lot 36, Caesar's Ranches Subdivision, Hidalgo County, Texas, Doc No. 2017172 , Official Rec Hid Cty TX

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

Special Warranty Deed with Vendor's Lien

1. Date: March 08, 2010

2. Grantor: Garco, Ltd., A Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: CARLOS HUERTA AND STEPHANIE DE LA ROSA

5. Grantee's Mailing Address: 7938 Sherman Street, Houston, Harris County, Texas 77012

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of NINETEEN THOUSAND FOUR HUNDRED AND NO/100THS DOLLARS ($19,400.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot Thirty-Six (36) , CAESAR'S RANCHES SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 2017172, Official Records of Hidalgo County, Texas.

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

   A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
   B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
   C. Anything an on-the-ground A-1 survey would reveal.
   D. The taxes for the year 2010 and subsequent years.
   E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.

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

10. Prior Liens: Deed of Trust recorded under Document No. 2010983 , Official Records, Hidalgo County, Texas

debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

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

I. The term "note" includes all sums secured by this deed of trust.

J. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

K. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

L. Grantor represents that this deed of trust and the note are given for the following purposes: Purpose of Debt: The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this Deed of Trust and by a Vendor's Lien on the Property, which is expressly retained in a Deed to Grantor even date. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this Deed of Trust.

17. Due on Sale Clause: Any sale or conveyance or transfer is made of all or any portion of the property without prior written consent of beneficiary, then beneficiary may, at its election, accelerate the maturity of the note and demand full payment of the balance of all principal and interest remaining due thereon.

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

19. AD VALOREM TAXES LANGUAGE:
Without the express written consent of Beneficiary , the owner shall not enter into any arrangements with any third party for the payment of AD VALOREM TAXES that would grant that third party a lien on the property.

20. Signatures of Grantors:

CARLOS HUERTA

Stephanie DeLaRosa
STEPHANIE DE LA ROSA

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 8th day of March, 2010, by CARLOS HUERTA AND STEPHANIE DE LA ROSA .

(SEAL)
YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

Yolanda Flores
Notary Public, State of Texas
My commission Expires: 7-31-2012

After Recording Return To: Garco, Ltd 3910 W. Freddy Gonzalez Edinburg, Texas 78539

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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956-973-7850

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

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

Precinct 1 2 3 (4)

Application No: 4-9115

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Leonor Limón

Address: 6410 soledad Dr. edinburg TX

Phone: 956) 400-5469

	Temporary Service	Final Service
Approved by Environmental Health:		
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	4/17/13

Water Supplier: N/A NAW

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Palmera del valle #3 Lot 156,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 07-11-07);

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

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

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

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

_____ Planning Department Authorized Signature

_____ Hidalgo County Judge

_____ Date

ATTEST: _____ Hidalgo County Clerk

_____ Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-9115

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

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

PARTY MAKING REQUEST:

Name: Leonor Limón

Address: 6410 saedda d
edinbur TX 78541

Phone: 956) 400-5469

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

Paloma Del Valle #3 Lot 156

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Leonor Limón
Requesting Party (Signature)

04-17-2013
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

04/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-9115
Nov. 4, 2009

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

P3112-03-000-0156-00

[1] OWNER: SAENZ, FERNANDO

6101 VALENCIA DR
EDINBURG TX, 78541
Telephone No. 569-1386

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,050 Sq. Ft.

[6] USE OF BUILDING: RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE #3 LOT 156

LOCATION: 0 SEMINARY & M. CRISTO

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $4,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST COMLY W/ALL COUNT SETBACKS & RGULATIONS.
FRONT 25' REAR 20' SIDE'S 6' FINISH FLOOR OF ELEV.
18" ABOVE TOP OF CURB.

Prepared by — Date: 11/4/09

Approved by — Date: 11/3/09

Signature of Owner or Applicant — Date: 11/4/09

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER 30.00
TOTAL AMOUNT $30.00

Light [ ] Water [ ]

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

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

WARRANTY DEED WITH VENDOR'S LIEN

1071834

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

Date: March 20, 2008

Grantor: Paloma Del Valle II, Ltd.

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

Grantee: Fernando Saenz and Leonor Limon-Briones

Grantee's Mailing Address including County: 6101 Valencia Drive
Edinburg, Tx 78541
Hidaglo, Texas

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of SIXTEEN THOUSAND EIGHT HUNDRED FIFTY-NINE AND 10/100 DOLLARS ($16,859.10) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Attorney at Law, Trustee.

Subject to Prior Lien(s) (including recording information): A lien in favor of Texas State Bank as recorded in the Deed of Trust dated August 11, 2006, as Document number 1655705, in the Official Records of Hidalgo County, Texas, and all renewals, extensions, transfers or alterations thereof.

Property (including any improvements): Lot 156 of Paloma Del Valle Phase III Subdivision, according to the map recorded in Volume 53, Pages 133-136, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil, Gas and other Minerals.

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

1. Restrictive Covenants Recorded as Document 1784511 in the Official Records of Hidalgo County, Texas.
2. Taxes for the year 2008 and all subsequent years.
3. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District in which the property is located.
4. Subject to any and all valid and existing restrictions, easements, rights-of-way, reservations,

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

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

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

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

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

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

BY:_____
Jane Cross , President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Mar 25,2008 at 11:15A

As a Recording

Document Number: 1871836
Total Fees : 20.00

Receipt Number - 942558
By,
Azeneth Uresti, Deputy

This instrument was acknowledged before me on March 20, 2008, by Jane Cross , President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.

NELDA C VILLARREAL NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-24-2012

_____
Notary Public, State of Texas

Nelda C. Villarreal
Notary's typed or printed signature
My commission expires: 2-24-2012

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 4-11878
Oct. 18, 2012

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Mano Sigala

Address: 14310 mile 19 N. Rd. Edcouch TX. 78538

Phone: 078989-7190

Water Supplier: NA

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

Account/ESI No.: NA

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: ~~Residence~~ Evergreen Valley Est #3 Lot #128

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03/16/07);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-11878
Oct. 18, 2012

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

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

PARTY MAKING REQUEST:

Name: Mario Sigala
Address: 14310 mile 19 N. Rd
Edcouch, TX. 78538
Phone: 678-989-7190

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

Evergreen Valley Estates Phase III, Lot 128

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Mario Sigala — Requesting Party (Signature)
03/13/13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_✓_ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
____ Other (describe) PMT 4-11878

This part to be filled out by receiving county official:

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

04/24/13 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11878
Oct. 18, 2012

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

E8250-03-000-0128-00

[1] OWNER: SIGALA, MARIO

807 W. CITRUS
SAN JUAN, TX. 78589
Telephone No.

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3 L-128

LOCATION: 0 M. CRISTO & SKINNER

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

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

[10] EST. COST OF CONST.: $40,000

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

[11] SPECIAL FLOOD HAZARD AREA: ✓ YES NO

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV.
70.00

Alan O. Castillo — Prepared by — 10/18/12 Date

Ely Villegas — Approved by — 10/18/12 Date

Sherry Sigala — Signature of Owner or Applicant — 10/15/12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480336 E Pct: 4

Community No.: 0336 D

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: May 26, 2011

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78542

2230710

Grantee: Mario Sigala
Grantee's Phone Number: (678) 943-8598
Grantee's Mailing Address (including county):
1 Cherry Cir.
Gainesville, Georgia 30504
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Forty-Seven Thousand Four Hundred Fifty and no/100's ($47,450.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 128, Evergreen Valley Estates, Phase III, as shown by the map or plat thereof recorded in Volume 52, Pages 135-144, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703891. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703892. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Pages 135-144, Map records of Hidalgo County, Texas; and

14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same there from. If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 26th day of May 2011, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

Cynthia L. Martinez
Notary Public, State of Texas

CYNTHIA LEE MARTINEZ
MY COMMISSION EXPIRES
June 3, 2014

AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78542

M,S

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12294

04-15-13

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Gabriel Rodriguez

Address: PO Box 972
Alamo, Tx
78516

Phone: 956-884-1008

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

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: ~~11 3159~~

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: El Alamo Lot #15,

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

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

YES A plat has been prepared;

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

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

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

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

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

_____ _____ _____

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

ATTEST: _____

Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 (4)

Application No: 4-12294

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

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

PARTY MAKING REQUEST: Hbirl Rodriguez

Name: Heriberto R. Rodriguez

Address: P.O. Box 972

Alamo, Texas 7516

Phone: _____

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

El Alamo Lot #15

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Hbirl Rodriguez

X Heriberto R Rodriguez 4/16/13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

04/24/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12294
Apr. 15, 2013

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

E3465-00-000-0015-00

[1] OWNER: RODRIGUEZ, GABRIEL

P.O. BOX 972
ALAMO, TX. 78516
Telephone No. 223-3754

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,500 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EL ALAMO LOT 15

LOCATION: 5702 ALAMO & ALBERTA

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $45,000

[11] SPECIAL FLOOD HAZARD AREA: ~~YES~~ / NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 10'
REAR 20' . 18" ABOVE CNTR LINE OF ST

Prepared by _____ Date 04-15-13

Approved by _____ Date 04-15-13

Signature of Owner or Applicant _____ Date 4/15/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Ligh [ ] Water [ ]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

COPY 1817821

General Warranty Deed

Date: OCTOBER 17, 2007

Grantor: MARLENE RAMIREZ and ANGEL RODRIGUEZ

Grantor's Mailing Address:

MARLENE RAMIREZ and ANGEL RODRIGUEZ
933 S. 14th St.
Alamo, Texas 78516
Hidalgo County

Grantee: GABRIEL RODRIGUEZ

Grantee's Mailing Address:

GABRIEL RODRIGUEZ
P.O. Box 972
ALAMO, TEXAS 78516
HIDALGO, COUNTY

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

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

CHAPTER 11 SEC , 11.008
TEXAS PROPERTY CODE

Property (including any improvements):
All of Lot (15), EL ALAMO SUBDIVISION, Hidalgo County, Texas, according to the map or plat of said Subdivision recorded in Volume 37, Page 126-B, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded and validly existing instrument, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2007, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

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

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

MARLENE RAMIREZ

ANGEL RODRIGUEZ

STATE OF TEXAS }
COUNTY OF HIDALGO}

This instrument was acknowledged before me on OCTOBER 17, 2007 by MARLENE RAMIREZ and ANGEL RODRIGUEZ.

ELENA NUNEZ
MY COMMISSION EXPIRES
June 18, 2009

Notary Public, State of Texas

PREPARED BY:
MARLENE RAMIREZ
ANGEL RODRIGUEZ
BOX 7613
ALAMO, TEXAS 78516

AFTER RECORDING RETURN TO:
GABRIEL RODRIGUEZ
P.O. BOX 972
ALAMO, TEXAS 78516

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12330

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Charles Ramirez	
	Authorized Signature	Authorized Signature
Inspection/Permit No:	Water	
Date Approved:	4/24/13	/ /

Name: Alvar Lozano

Address: 211 Cardinal
San Juan Tx 78589

Phone: (956) 460-5457

Water Supplier: NAWSC

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

Account/ESI No.: —

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Evergreen Valle Est #2 Lot 263,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-15-05);

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

no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 4/24/13 (verified by _____);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 4/24/13 (verified by _____);

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

Raul E. Sesin

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-12330

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

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

PARTY MAKING REQUEST:

Name: Alvar Lozano

Address: 211 Cardinal
San Juan Tx 78589

Phone: (956) 460.5457

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

Evergeen Valle Est #2 Lote 263

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Alvar Lozano — Requesting Party (Signature)

4/24/13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/24/13 — **Date**

Alma C. Castillo — **County Official**

CHARGE TO: VLTC
GF #133338 (AR)

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 22, 2013

Grantor: MELQUIADES GARZA and wife, LAURA ELIZABETH GARZA

Grantor's Mailing Address: 2518 Estate Drive
Deer Park, Texas 77536
Harris County

Grantee: ALIVER LOZANO and ALVAR A. LOZANO

Grantee's Mailing Address: 209 Cardinal
San Juan, Texas 78589
Hidalgo County

Consideration:

TEN AND NO/100THS DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of their one certain promissory note of even date herewith in the principal sum of ONE HUNDRED FORTY THOUSAND TWO HUNDRED FIFTY AND NO/100THS DOLLARS ($140,250.00) of which SIXTY-FIVE THOUSAND AND NO/100THS DOLLARS ($65,000.00) represents the purchase price of the property, payable to the order of LONE STAR NATIONAL BANK, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by the Vendor's lien herein retained and is additionally secured by a Deed of Trust of even date herewith to S. DAVID DE ANDA, JR., Trustee.

Property (including any improvements):

All of Lot 263, EVERGREEN VALLEY ESTATES PHASE II, Hidalgo County, Texas, according to the map recorded in Volume 47, Pages 85-97, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

LONE STAR NATIONAL BANK, at the instance and request of the grantees herein, having advanced and paid in cash to the grantors herein that portion of the purchase price of the herein described property as is evidenced by the hereinbefore described ONE HUNDRED FORTY THOUSAND TWO HUNDRED FIFTY AND NO/100THS DOLLARS ($140,250.00) note, the Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said LONE STAR NATIONAL BANK and the same are hereby TRANSFERRED AND ASSIGNED to said LONE STAR NATIONAL BANK without recourse on grantor.

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

MELQUIADES GARZA

LAURA ELIZABETH GARZA

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 2 day of April, 2013, by **MELQUIADES GARZA and wife, ELIZABETH GARZA**

GLORIA LOBO
MY COMMISSION EXPIRES
July 7, 2015

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Ciro Ochoa, Jr.
2121 E. Griffin Pkwy., Suite 16
Mission, Texas 78572
GF #133338/AR

AFTER RECORDING RETURN TO:
Alvar ~~Alvier~~ and Alvar A. Lozano
209 Cardinal
San Juan, Texas 78589

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12330
Apr. 23, 2013

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

E8250-02-000-0263-00

[1] OWNER: LOZANO, ALIVER & ALVAR A.

209 CARDINAL
SAN JUAN, TX. 78589
Telephone No. 460-2406

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,937 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #2
LOT 263
9/23/08AGR/WATER/F

LOCATION: 0 M. CRISTO & SHARP

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $112,346

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' NORTH SIDE 55' REAR 35' SOUTH SIDE 6'

Alex U. Castillo — Prepared by — Date

Aaron Hernandez — Approved by — 4/23/13 Date

Signature of Owner or Applicant — 4/23/13 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO 0325 1
Panel No. /Suffix: ____ Pct: 4
Community No.: 480334

Certification of Elevation
Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Yolanda Tijerina	4-12186
	COMM. COURT: April 30, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 (4)

Application No: 4-12186

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing OSSF
Date Approved:	/ /	4 / 23/13

Upon the application of:

Name: Yolanda Tijerina

Address: 5806 Benito Alamirez Rd. Unit 2 Edinburg TX 78542

Phone: 956)292-8733

Water Supplier: NAWS

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

Account/ESI No.: 10032789402857159

[ ] Temporary Pole [✓] Permanent Service

(7 Pinkston mdws trailor)

who is the person requesting utility service to subdivided land ("land") described as follows:

Owner

Santa Cruz Gardens #2 Lot #07 Block #30

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on April, 2013, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

~~The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.~~

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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1304 South 25th Street
Edinburg, Texas 78542
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Mission, TX 78572
956-205-7045
956-205-7049

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

Precinct 1 2 3 4

Application No: 4-12186

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO FOR CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Yolanda Tijerina Canti,

Known to me [*or* proved to me in the oath of _____ *or* through DL#17993345 (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

(7 Pinkston mdws trailer) 5806 Benito A. Ramirez Rd unit 2 Edinburg TX 78542.

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Yolanda tijerina Canti (Signature)

SUBSCRIBED AND SWORN TO before me on April 22, 2013, to certify which, witnesses my hand and seal of office.

ELISA GARCIA
MY COMMISSION EXPIRES
October 29, 2015

Elisa Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12186
Mar. 11, 2013

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

S1700-02-030-0007-01

[1] OWNER: CANTU, JUAN
YOLANDA TIJERINA
RR 12 BOX 922
EDINBURG, TX 78541-8517
Telephone No. 578-5130

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,300 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ GARDENS #2 S363'-N7
' LOT 7 BLK 30 2.50AC NET

LOCATION: 0 TERRY & B. RAMIREZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $18,000

[11] SPECIAL FLOOD HAZARD AREA: ☑ YES ☐ NO

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

Marco C. Castillo — Prepared by — 3/11/13 — Date

Eli Villagran — Approved by — 3/8/13 — Date

Signature of Owner or Applicant — 3-8-13 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO 0325 D.
Panel No. /Suffix:
Pct: 4
Community No. 480354

Certification of Elevation Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

Prepared by the State Bar of Texas for use by lawyers only. Reviewed 1-1-76. Revised to include grantee's address (art. 6626, RCS) 1-1-82.

VOL 2241 PAGE 322

57

140118

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:

That I, KARL MUELLER, a single man,

of the County of Hidalgo and State of Texas for and in consideration of the sum of Ten and No/100 ($10.00) ----------

---------- DOLLARS

and other valuable consideration to the undersigned paid by the grantee s herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee(s) herein of one certain promissory note of even date herewith, in the principal sum of $3,500.00 payable to the order of Karl Mueller, Rt. 3, Box 532M, Mission, Texas 78572 as therein specified and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees;

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to JOHN ROBERT KING Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto JUAN CANTU and YOLANDA TIJERINA of the County of Hidalgo and State of Texas , all of the following described real property in Hidalgo County, Texas, to-wit:

A tract of land out of Lot 7, Block 30, Santa Cruz Gardens, Unit No. 2, Hidalgo County, Texas, according to Amended Map thereof recorded in Volume 8, Pages 28 and 29 of the Map Records, Hidalgo County, Texas; and being more particularly described by metes and bounds as follows:

tract, said iron rod being on the east line of Lot 7, Block 30, Santa Cruz Gardens #2 and bears S 08° 23' W, 363.0 feet from the northeast corner of said Lot 7, Block 30; THENCE, S 08° 23' W, 363.0 feet to a 1/2 inch iron rod found for the southeast corner of this tract; THENCE, N 81° 37' W, at 285.0 feet pass the east line of a 30.0 foot permanent ingress egress easement and continuing a total distance of 300.0 feet to a 1/2 inch iron rod set for the southwest corner of this tract, said iron rod also being in the center of said permanent ingress egress easement and also being on the west line of said Lot 7; THENCE, N 08° 23' E, along the west line of said Lot 7, the center of permanent ingress egress easement 363.0 feet to a 1/2 inch iron rod set for the northwest corner of this tract; THENCE, S 81° 37' E, at 15.0 feet pass the east line of said permanent ingress egress easement and continuing a total distance of 300.0 feet to the PLACE OF BEGINNING and containing 2.5 acres of land more or less.

VOL 2214 PAGE 323

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. Oil and Gas Lease dated 3-15-44 from Santa Cruz Farms Company to Magnolia Petroleum Company, recorded in Volume 54, Page 93, Oil and Gas Lease Records.
2. Save and Except all oil, gas, and other minerals underlying said land.
3. Fifteen (15) foot road easement along the West side of said tract as reflected on survey dated 12-13-85 by Allen E. Chelf, Registered Public Surveyor; Hidalgo County, Texas.
4. Easements, rights, rules and regulations in favor of Santa Cruz Irrigation District No. 15 and all visible easements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee s, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee s, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 7th day of January , A. D. 19 86

KARL MUELLER

Mailing address of each grantee:

Name: JUAN CANTU and YOLANDA TIJERINA
Address: 3917 Rodriguez
Edinburg, TX 78539

Name:
Address:

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 9th day of January, 19 86,
by KARL MUELLER



Notary Public, State of Texas
Notary's name (printed): JEANINE M. CRUMPLER
Notary's commission expires: 3-11-89

(Acknowledgment)

STATE OF TEXAS
COUNTY OF }

This instrument was acknowledged before me on the day of , 19 ,
by

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

(Acknowledgment)

STATE OF TEXAS
COUNTY OF }

This instrument was acknowledged before me on the day of , 19 ,
by

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

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF }

This instrument was acknowledged before me on the day of , 19 ,
by ,
of ,
a corporation, on behalf of said corporation.

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

CHARGE: Stewart Title Company
AFTER RECORDING RETURN TO:

Juan Cantu & Yolanda Tijerina
3917 Rodriguez
Edinburg, TX 78539

GF #41664-JMC:pmg

PREPARED IN THE LAW OFFICE OF:

KING & PUENTE
3409 N. 10th, Suite 100
McAllen, Texas 78501

AI-38294 **5. A.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Approval of the Hidalgo County monthly investment report for November 2012 & December 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

November2012

December2012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/18/2013 08:54 AM
Obdett Calzada	Obdett Calzada	04/22/2013 09:42 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Fred Zamarripa Started On: 04/17/2013 05:36 PM

Final Approval Date: 04/26/2013

County of Hidalgo, Texas
Monthly Investment Report
For the month ending November 30, 2012

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

Cash Availability

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

Summary

The total interest income earned for the month ending November 30, 2012 - **$ 149,402.20**

2012	January	75,139.38
2012	February	52,445.12
2012	March	29,369.97
2012	April	429.89
2012	May	12,750.19
2012	June	3,059.61
2012	July	11,401.02
2012	August	27,878.60
2012	September	14,740.37
2012	October	35,096.70
2012	November	149,402.20
2012	December	
	Total	411,713.05

Norma G. Garcia

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending November 30, 2012

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	79,363,737.35	79,392,451.90
	Special Revenue	18,400,000.00	18,402,873.42
	Debt Service	5,457,100.00	5,457,943.43
	Capital Projects	21,900,000.00	21,903,420.00
	Proprietary	5,785,000.00	5,785,903.41
	Trust & Agency	-	-
Total Ending Values		130,905,837.35	130,942,592.16
Beginning Values			
	General	81,987,525.76	82,003,982.34
	Special Revenue	18,400,000.00	18,403,750.58
	Debt Service	5,035,600.00	5,036,583.65
	Capital Projects	22,400,000.00	22,404,565.92
	Proprietary	5,785,000.00	5,786,179.19
	Trust & Agency	-	-
Total Beginning Values		133,608,125.76	133,635,061.68
Change in Values			
	General	(2,623,788.41)	(2,611,530.44)
	Special Revenue	-	(877.16)
	Debt Service	421,500.00	421,359.78
	Capital Projects	(500,000.00)	(501,145.92)
	Proprietary	-	(275.78)
	Trust & Agency	-	-
Total Change in Values		(2,702,288.41)	(2,692,469.52)

Weighted Average Maturity in Days	232.72
Interest Income Earned this Month	149,402.20
Overall Yield of Portfolio	0.34%
Interest Received this Month	139,945.19
Accrued Interest at the End of Month	36,754.81

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending November 30, 2012

11/30/12

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
											*					
Pool	Capital Project	- - -	73458579	01/25/12	12/01/12	311	311	1	21,900,000.00	21,900,000.00	0.19%	3,420.00	35,454.00	21,900,000.00	21,903,420.00	Texas CLASS
Pool	Debt Services	- - -	75118900	08/23/12	12/01/12	100	100	1	4,604,000.00	4,604,000.00	0.19%	718.98	2,396.60	4,604,000.00	4,604,718.98	Texas CLASS
Pool	Debt Services	- - -	75210379	09/04/12	12/01/12	88	88	1	431,600.00	431,600.00	0.19%	67.40	197.71	431,600.00	431,667.40	Texas CLASS
Pool	Debt Services	- - -	75736281	11/05/12	12/01/12	26	26	1	421,500.00	421,500.00	0.19%	57.05	57.05	421,500.00	421,557.05	Texas CLASS
Pool	General Fund	1100	75941241	11/29/12	12/01/12	2	2	1	12,500,000.00	12,500,000.00	0.20%	2,054.79	136.99	12,500,000.00	12,502,054.79	Texas CLASS
CD	General Fund	1100	45209860	11/21/12	11/20/13	364	10	355	10,000,000.00	3,550,000,000.00	0.45%	3,698.63	44,876.71	10,000,000.00	10,003,698.63	Lone Star National
CD	General Fund	1100	45209861	11/21/12	11/20/13	364	10	355	10,000,000.00	3,550,000,000.00	0.45%	3,698.63	44,876.71	10,000,000.00	10,003,698.63	Lone Star National
CD	General Fund	1100	45209862	11/21/12	11/20/13	364	10	355	10,000,000.00	3,550,000,000.00	0.45%	3,698.63	44,876.71	10,000,000.00	10,003,698.63	Lone Star National
CD	General Fund	1100	45209863	11/21/12	11/20/13	364	10	355	10,000,000.00	3,550,000,000.00	0.45%	3,698.63	44,876.71	10,000,000.00	10,003,698.63	Lone Star National
CD	General Fund	1100	45209868	11/21/12	11/20/13	364	10	355	5,000,000.00	1,775,000,000.00	0.45%	1,849.32	22,438.36	5,000,000.00	5,001,849.32	Lone Star National
CD	General Fund	1100	45209864	11/21/12	11/20/14	729	10	720	5,000,000.00	3,600,000,000.00	0.60%	2,465.75	59,917.81	5,000,000.00	5,002,465.75	Lone Star National
CD	General Fund	1100	45209865	11/21/12	11/20/14	729	10	720	5,000,000.00	3,600,000,000.00	0.60%	2,465.75	59,917.81	5,000,000.00	5,002,465.75	Lone Star National
CD	General Fund	1100	45209866	11/21/12	11/20/14	729	10	720	5,000,000.00	3,600,000,000.00	0.60%	2,465.75	59,917.81	5,000,000.00	5,002,465.75	Lone Star National
CD	General Fund	1100	45209867	11/21/12	11/20/14	729	10	720	5,000,000.00	3,600,000,000.00	0.60%	2,465.75	59,917.81	5,000,000.00	5,002,465.75	Lone Star National
Pool	Motor Vehicle	1100	75744184	11/06/12	12/05/12	29	25	5	597,751.20	2,988,756.00	0.18%	73.70	85.49	597,751.20	597,824.90	Texas CLASS
Pool	Motor Vehicle	1100	75845630	11/13/12	12/12/12	29	18	12	544,130.79	6,529,569.48	0.19%	50.98	82.14	544,130.79	544,181.77	Texas CLASS
Pool	Motor Vehicle	1100	75866791	11/20/12	12/19/12	29	11	19	407,119.79	7,735,276.01	0.19%	23.31	61.46	407,119.79	407,143.10	Texas CLASS
Pool	Motor Vehicle	1100	75926927	11/28/12	12/26/12	28	3	26	314,735.57	8,183,124.82	0.19%	4.92	45.87	314,735.57	314,740.49	Texas CLASS
Pool	Proprietary	- - -	73417635	01/19/12	12/01/12	317	317	1	5,785,000.00	5,785,000.00	0.19%	903.41	9,546.04	5,785,000.00	5,785,903.41	Texas CLASS
Pool	Special Revenue	- - -	73505543	02/01/12	12/01/12	304	304	1	18,400,000.00	18,400,000.00	0.19%	2,873.42	29,117.37	18,400,000.00	18,402,873.42	Texas CLASS
	TOTALS								130,905,837.35	30,464,478,826.31		36,754.81	518,797.15	130,905,837.35	130,942,592.16	

* (Average) with pools, investment rates change daily
- - - indicates more than one account number for that fund

Avg. yield
0.34%

WAM
232.72

County of Hidalgo, Texas
Monthly Investment Report
For the month ending December 31, 2012

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

Cash Availability

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

Summary

The total interest income earned for the month ending December 31, 2012 - **$ 3,511.54**

2012	January	75,139.38
2012	February	52,445.12
2012	March	29,369.97
2012	April	429.89
2012	May	12,750.19
2012	June	3,059.61
2012	July	11,401.02
2012	August	27,878.60
2012	September	14,740.37
2012	October	35,096.70
2012	November	149,402.20
2012	December	3,511.54
	Total	415,224.59

Norma G. Garcia

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending December 31, 2012

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	79,893,027.08	79,922,873.28
	Special Revenue	18,400,000.00	18,403,281.75
	Debt Service	5,457,100.00	5,458,073.28
	Capital Projects	21,400,000.00	21,403,816.82
	Proprietary	5,785,000.00	5,786,031.79
	Trust & Agency	-	-
Total Ending Values		130,935,127.08	130,974,076.92
Beginning Values			
	General	79,363,737.35	79,392,451.90
	Special Revenue	18,400,000.00	18,402,873.42
	Debt Service	5,457,100.00	5,457,943.43
	Capital Projects	21,900,000.00	21,903,420.00
	Proprietary	5,785,000.00	5,785,903.41
	Trust & Agency	-	-
Total Beginning Values		130,905,837.35	130,942,592.16
Change in Values			
	General	529,289.73	530,421.38
	Special Revenue	-	408.33
	Debt Service	-	129.85
	Capital Projects	(500,000.00)	(499,603.18)
	Proprietary	-	128.38
	Trust & Agency	-	-
Total Change in Values		29,289.73	31,484.76

Weighted Average Maturity in Days	217.30
Interest Income Earned this Month	3,511.54
Overall Yield of Portfolio	0.35%
Interest Received this Month	1,747.49
Accrued Interest at the End of Month	38,949.84

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending December 31, 2012

12/31/12

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate *	Accrued Int in mth	Yield	Book Value	Market Value	Institution
Pool	Capital Project	---	73458579	01/25/12	01/01/13	342	342	1	21,400,000.00	21,400,000.00	0.21%	3,816.82	42,108.16	21,400,000.00	21,403,816.82	Texas CLASS
Pool	Debt Services	---	75118900	08/23/12	01/01/13	131	131	1	4,604,000.00	4,604,000.00	0.21%	821.15	3,470.03	4,604,000.00	4,604,821.15	Texas CLASS
Pool	Debt Services	---	75210379	09/04/12	01/01/13	119	119	1	431,600.00	431,600.00	0.21%	76.98	295.50	431,600.00	431,676.98	Texas CLASS
Pool	Debt Services	---	75736281	11/05/12	01/01/13	57	57	1	421,500.00	421,500.00	0.21%	75.18	138.23	421,500.00	421,575.18	Texas CLASS
Pool	General Fund	1100	75941241	11/29/12	01/01/13	33	33	1	12,500,000.00	12,500,000.00	0.21%	2,229.45	2,373.29	12,500,000.00	12,502,229.45	Texas CLASS
CD	General Fund	1100	45209860	11/21/12	11/20/13	364	41	324	10,000,000.00	3,240,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209861	11/21/12	11/20/13	364	41	324	10,000,000.00	3,240,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209862	11/21/12	11/20/13	364	41	324	10,000,000.00	3,240,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209863	11/21/12	11/20/13	364	41	324	10,000,000.00	3,240,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209868	11/21/12	11/20/13	364	41	324	5,000,000.00	1,620,000,000.00	0.45%	1,910.96	22,438.36	5,000,000.00	5,001,910.96	Lone Star National
CD	General Fund	1100	45209864	11/21/12	11/20/14	729	41	689	5,000,000.00	3,445,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
CD	General Fund	1100	45209865	11/21/12	11/20/14	729	41	689	5,000,000.00	3,445,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
CD	General Fund	1100	45209866	11/21/12	11/20/14	729	41	689	5,000,000.00	3,445,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
CD	General Fund	1100	45209867	11/21/12	11/20/14	729	41	689	5,000,000.00	3,445,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
Pool	Motor Vehicle	1100	75980856	12/04/12	01/02/13	29	28	2	630,587.63	1,261,175.26	0.21%	101.59	105.21	630,587.63	630,689.22	Texas CLASS
Pool	Motor Vehicle	1100	76035257	12/12/12	01/09/13	28	20	9	663,864.64	5,974,781.76	0.20%	72.75	101.85	663,864.64	663,937.39	Texas CLASS
Pool	Motor Vehicle	1100	76091406	12/20/12	01/16/13	27	12	16	482,069.75	7,713,116.00	0.20%	31.70	71.32	482,069.75	482,101.45	Texas CLASS
Pool	Motor Vehicle	1100	76139732	12/26/12	01/23/13	28	6	23	616,505.06	14,179,616.38	0.20%	20.27	94.59	616,505.06	616,525.33	Texas CLASS
Pool	Proprietary	---	73417635	01/19/12	01/01/13	348	348	1	5,785,000.00	5,785,000.00	0.21%	1,031.79	11,582.68	5,785,000.00	5,786,031.79	Texas CLASS
Pool	Special Revenue	---	73505543	02/01/12	01/01/13	335	335	1	18,400,000.00	18,400,000.00	0.21%	3,281.75	35,464.11	18,400,000.00	18,403,281.75	Texas CLASS
	TOTALS								130,935,127.08	28,452,670,789.40		38,949.84	537,421.41	130,935,127.08	130,974,076.92	

* (Average) with pools, investment rates change daily
--- indicates more than one account number for that fund

Avg. yield
0.35%

WAM
217.30

AI-38206 **6. A.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Norma Martinez, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk
Approval of March 2013 Monthly Fee report.

BACKGROUND

Fee Report for the Month of March 2013 $626,894.06

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

March 2013 District Clerk Fee Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/12/2013 10:31 AM
Manuel Chapa	Manuel Chapa	04/16/2013 02:36 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Norma Martinez Started On: 04/12/2013 08:25 AM

Final Approval Date: 04/26/2013

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

FOR THE MONTH OF MARCH 2013

	# OF CASES				
DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))					
DIVORCE & FAMILY LAW CASES	# 429	Cases To Report	= $ 18,913.24		
PARTIAL PAYMENT				1100-207-20-000-051-0-000	$ 18,913.24
OTHER THAN DIVORCE/FAMILY	# 707	Cases To Report	= $ 34,814.49		
PARTIAL PAYMENT				1100-207-20-000-052-0-000	$ 34,814.49
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))					
DIVORCE & FAMILY LAW CASES	# 457	Actions To Report	= $ 2,280.04		
PARTIAL PAYMENT					
OTHER THAN DIVORCE/FAMILY	# 792	Actions To Report	= $ 7,811.52		
PARTIAL PAYMENT				1100-207-20-000-050-0-000	$ 10,091.56
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	# 3	Cases To Report	= $ 111.00		
PARTIAL PAYMENT					
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08	# 1131	Cases To Report	= $ 46,713.92		
PARTIAL PAYMENT				1100-207-20-000-055-0-000	$ 46,824.92
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00				1100-341-10-090-011-0-000	$ 5,055.12

$50<=10, $75(11-25), $100(26-100), $125(101-500), $150(501-1000) $200>1000

CLERK COST (GC 51.317(b)(1)&(b-1))	$ 56,836.21			
OTHER CLERK COST (GC51.317-319)	$ 46,826.78	$ 103,662.99		
TIME PAYMENT (LGC 133.103) @$10.00		$ 2,271.62		
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		$ 29,994.59		
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)		$ 115.00		
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		$ 771.17		
NSF CHECK FEE (LGC 118.141)		$ 160.00		
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))		$ -		
TOTAL CLERK'S FEES			1100-341-10-090-001-0-000	$ 136,975.36
INTEREST EARNED FOR THE MONTH OF MARCH 2013			1100-361-11-000-005-0-000	$ -
COURT FEES: DISTRICT ATTORNEY (CCP 102.008)			1100-341-10-090-007-0-000	$ 414.23
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)			1100-341-10-090-008-0-000	$ -
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00			1100-341-10-000-003-0-000	$ -
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50			1100-341-10-090-002-0-000	$ 567.90
TIME PAYMENT (LGC 133.103) @ $12.50			1100-207-20-000-005-0-000	$ 2,839.52
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00			1100-341-10-090-003-0-000	$ 3,244.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00			1100-207-20-000-001-0-000	$ 4,727.01
MASTER COURT FEES (14.82gFC) @$7.00			1100-341-10-090-004-0-000	$ -
JURY FEES (CCP 102.004) @$30.00			1100-341-10-090-006-0-000	$ 18,349.54
PASSPORT EXECUTION FEE @$25.00			1100-341-10-090-013-0-000	$ 1,775.00
PASSPORT PHOTO FEE @$15.00			1100-341-10-090-014-0-000	$ 330.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00			1100-341-10-090-015-0-000	$ 6,203.60
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)			1100-341-10-090-016-0-000	$ 5,492.24
SHERIFF FEES (CCP 102.011)	$ 25,519.60			
SHERIFF FEES (HCSO)	$ 6,633.03		1100-342-10-090-001-0-000	$ 32,152.63
CONSTABLE FEES(CCP 102.011) PCT. 1			1100-342-10-291-000-0-000	$ -
PCT. 2			1100-342-10-292-000-0-000	$ 235.95
PCT. 3			1100-342-10-293-000-0-000	$ 2,376.46
PCT. 4			1100-342-10-294-000-0-000	$ 1,670.80
PCT. 5			1100-342-10-295-000-0-000	$ -
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)			1100-351-20-090-001-0-000	$ 36,740.60
FINES (LGC 113.004)			1200-351-10-090-000-0-000	$ 110,997.34
BOND FORFEITURES (CCP 22.16)			1200-352-10-090-001-0-000	$ -
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))			1225-341-10-080-000-0-000	$ 5,000.00
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)			1241-341-10-090-001-0-000	$ 6,605.58
# CIVIL FILINGS X $5.00 =	$ 5,503.66			
# FELON. CONV.X $5.00 =	$ 1,101.92			
# MISD.CONV. X $3.00 =	$ -			
COUNTY RECORDS PRESERVATION (GC 51.708)			1238-341-10-090-001-0-000	$ 10,992.97
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)			1238-341-20-090-001-0-000	$ 11,591.60
# CIVIL FILINGS X $5.00 =	$ 6,530.50			
# CRIM CONV. X $22.50 =	$ 5,061.10			
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))			1235-341-10-090-000-0-000	$ 7,039.82
# CIVIL FILINGS X $5.00 =	$ 6,545.32			
# - CRIM FILINGS X $2.50 =	$ 494.50			
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00			1239-341-10-090-001-0-000	$ 14,845.60
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00			1240-341-10-090-001-0-000	$ 50.00
LAW LIBRARY FEES (LGC 323.023) @$30.00			1247-341-10-090-001-0-000	$ 33,779.80
OTHER COURT FEES: CRIMINAL CLERK FEE (CCP ART. 102.005)		$ 9,086.07		
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)		$ -		
CRIME STOPPERS - ADULT PROBATION DEPT.		$ -		
MOTHERS AGAINST DRUNK DRIVING		$ 473.00		
WOMEN TOGETHER EMERGENCY SHELTER		$ -		
ESTRELLA'S HOUSE		$ -		
ATTORNEY AD-LITEM		$ 250.00		
SUBTOTAL			$ 9,809.07	
LESS: LAW ENFORCEMENT LAB COSTS			$ -	
LESS: CRIME STOPPERS			$ -	
LESS: MOTHERS AGAINST DRUNK DRIVING			$ (473.00)	
LESS: WOMEN TOGETHER EMERGENCY SHELTER			$ -	
LESS: ESTRELLA'S HOUSE			$ -	
LESS: ATTORNEY AD-LITEM			$ (250.00)	
TOTAL OTHER COURT FEES			1100-341-10-090-005-0-000	$ 9,086.07

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 2 OF 3
FOR THE MONTH OF MARCH 2013

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 9/1/97-12/31/03 (CCP102.075(a)) FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 28,386.80
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 34.33
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 42.93
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-8/31/97@ $3.50	1100-207-20-000-011-0-000	$ 5.99
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 3.43
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 7.37
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 94.75
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-12/31/03 FEL @$45.00 MISD @$35.00	1100-207-20-000-017-0-000	$ 957.98
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 39.07
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 5.35
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 1,068.90
TABC: @ $35.00		1100-207-20-000-020-0-000	$ -
P& W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 1,017.27
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 781.09
JUDICIAL SUPPORT FEE - **STATE**-(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 974.14
JUDICIAL SUPPORT FEE - **COUNTY**-(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 112.69
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ 112.00
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178)	AFTER 6/15/07	1100-207-20-000-058-0-000	$ 4,616.09
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 3,042.35
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$2.00	1100-207-20-000-059-0-000	$ 324.30
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 2,588.00
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 535.48
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 356.79
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / **STATE**(CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / **COUNTY**(CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
FAILURE TO APPEAR - **STATE** (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ 1,330.00
FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ 269.00
FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ 405.00
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 626,894.06
TOTAL CASH RECEIVED			$ 633,296.58

LESS: AMOUNT PAID TO COUNTY TREASURER	$ 626,894.06	
AMOUNT DUE TO COUNTY TREASURER	$ -	
AMOUNT OVERPAID TO COUNTY TREASURER	$ -	
OTHER DISBURSEMENTS	$ 5,007.00	
TOTAL DISBURSEMENTS		$ 631,901.06
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT		$ 1,395.52

PROOF:

AMOUNT RECEIVED:	$ 4,772.52
AMOUNT LIQ.:	$ (4,100.00)
CRIME STOPPERS (ADULT PROBATION):	$ -
LAW ENFORCEMENT LAB COSTS (DPS):	$ -
MOTHERS AGAINST DRUNK DRIVING	$ 473.00
WOMEN TOGETHER EMERGENCY SHELTER	$ -
ESTRELLA'S HOUSE	$ -
ATTORNEY AD-LITEM	$ 250.00
ADULT PROBATION:	$ -
SHORTAGE/OVERAGE	$ -
NET AMOUNT	$ 1,395.52

4/3/13

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF MARCH 2013

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	03/12/13	40790	$ 10,869.71	163476
CIVIL2)	03/18/13	40795	$ 106,684.78	163666
CIVIL3)	03/20/13	40825	$ 102,341.29	163664
CIVIL4)	03/28/13	40861	$ 101,287.48	~~0~~ 163466
CIVIL5)	4/8/13	~~0~~ 40866	$ 88,088.59	~~0~~ 164062
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)	03/12/13	40791	$ 13,048.00	163477
CRM2)	03/12/13	40793	$ 43,802.50	~~0~~ 163478
CRM3)	03/12/13	40792	$ 20,642.00	163480
CRM4)	03/19/13	40796	$ 36,129.50	163667
CRM5)	03/19/13	40797	$ 18,354.50	163668
CRM6)	03/26/13	40854	$ 35,177.25	163781
CRM7)	03/26/13	40856	$ 11,358.71	163780
CRM8)	04/02/13	40862	$ 29,856.75	~~0~~ 163463
CRM9)	4/8/13	40865	$ 9,253.00	~~0~~ 164062
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			$626,894.06	

PREPARED BY: _____ 4/3/13
BOOKKEEPER DATE

REVIEWED BY: _____ 4/3/13
ACCOUNTANT DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____ 4/11/13
INTERNAL AUDIT

_____ 4/11/13
DISTRICT CLERK SIGNATURE DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM RE-DC-014, 07/2012

AI-38185 **6. B.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office
Approval of March 2013 Monthly Ckeck Processing Fees Report

BACKGROUND

District Attorney's Office Monthy Check Fees Report - March 2013

Attachments

DAHCRPTMarch2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	04/11/2013 04:28 PM
Manuel Chapa	Manuel Chapa	04/16/2013 03:06 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Roy Cazares Started On: 04/11/2013 02:27 PM

Final Approval Date: 04/26/2013

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED March 28, 2013

MONIES RECEIVED

BEGINNING RECEIPT #	**96344**	**ENDING RECEIPT #**	**96688**

TOTAL RECEIPTS FOR THIS MONTH:	**345**
TOTAL RECEIPTS VOIDED THIS MONTH:	**4**

Restitution Collected This Month	*PC Ch. 32.41 (e)*	$156,167.23
Court Costs Collected This Month	*CCP Art. 102.0071*	14,468.25
Processing Fees Collected This Month	*CCP Art. 102.007 (c)*	15,380.42
Merchant Fees Collected This Month	*BCC Ch. 3.506 (b)*	4,725.00
Overpayments/Refunds for This Month		709.73
Interest Earned on Bank Acct.	*LGC 113.021 (c)*	0.00
Total Collections for This Month		$191,450.63

DISBURSEMENTS

BEGINNING CHECK #	**189458**	**ENDING CHECK #**	**189681**

TOTAL CHECKS FOR THIS MONTH:	**224**
TOTAL CHECKS VOIDED THIS MONTH:	**1**

Restitution Disbursed This Month	$156,198.56
Court Costs Disbursed This Month	14,468.25
Processing Fees Disbursed- County Treasurer	15,380.42
Merchant Fees Disbursed This Month	4,725.00
Refunds of Overpayments to Defendants	678.40
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	10.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$191,460.63

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

Hidalgo County Criminal District Attorney — Date: 4-8-13

Prepared By — Date: 4-8-13

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

AI-38393 **7. A.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan hardship withdrawal request for employee #115487

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 02:42 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Monica Badillo Started On: 04/24/2013 01:15 PM

Final Approval Date: 04/26/2013

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant Na[redacted]

Address [redacted]

Social Securi[redacted] 6290

SECTION I –

I understand tha[redacted] at the amount of the withdrawal [redacted] have obtained all distributions, ot[redacted] ently available to me under the P[redacted] thdrawal will be taxable as ordi[redacted] tax will apply unless I am e[redacted] the [redacted] ducible medical expenses as provided by law.

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

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

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

Hardship Requested $ 444.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? yes If so what was the amount taken $ 2,000.00

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

PARTICIPANT SIGNATURE X [signature] Date April 24 2013

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

Fax request to:
Simpkins & Associates
(972) 980-7133

AI-38346 **7. B.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Elections Dept:
Requesting permission to allow Brenda Renteria (GIS Operator) and Hilda Ramos to attend 2013 ESRI International User Conference sponsored by ESRI. The workshop/training will be held July 8, 2013 through July 12, 2013 in San Diego, California.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-414-00-130-001-0-xxx

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

BUDGETARY IMPACT:

Funding available through requisitions: 232438, 232039, 232379, 232405 and 232032. There are no fees for conference/registration.

Attachments

Travel Forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/23/2013 09:01 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Monica Badillo Started On: 04/22/2013

Final Approval Date: 04/26/2013

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 03/25/13
TOTAL NUMBER OF EMPLOYEES TRAVELING: 2

DEPARTMENT NAME: Elections Dept.
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Brenda Renteria, Hilda Ramos

EVENT INFORMATION

TITLE OF EVENT:	2013 ESRI International User Conference		
EVENT DATE(S) FROM:	07/08/13	TO:	07/12/13
DEPARTURE DATE:	07/07/13	RETURN DATE:	07/12/13
LOCATION OF EVENT: CITY:	San Diego	STATE:	California

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

- X To obtain statutorily required continuing professional education.
- X To obtain continuing education related to an employee's work or maintenance of a license or certification.
- To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
- X To participate in professional organizations related to the employee or official's job assignment.
- X To conduct essential research & information-gathering for improvement of County operations or compliance with law.
- To monitor the development of state or federal legislation or implementation of legislation that might affect the County
- To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
- To pursue the County's interests in litigation or criminal justice.
- X To promote the economic development interests of the County.
- To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ -	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ 1,381.20	✓
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ 319.84	
6. GASOLINE/DIESEL/FUEL (Pkirs)	$ 120.00	✓
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING		
10. LODGING	$ 1,430.00	✓
11. MEALS	$ 462 582.00	✓
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 3,713.04	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 3,713.04	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	X
BUS**	
Rental Car**	X
County Vehicle**	
Private Vehicle**	
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

- X Trip expenses are necessary and will be incurred for official county business.
- Reasonable efforts to minimize the use of county funds have been explored.
- Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.
- If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
[signature]	3/25/13	Rosie Diaz	318 2570

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

- TRAVEL IS **APPROVED** for the individuals listed below:
- TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Janie Alejos	3-28-13	[signature]	292-7085

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

COUNTY AUDITOR'S FORM T.1.1 (01/10)

RECEIVED BY COUNTY AUDITOR 2013 MAR 27 AM 10:30

2013 MAR 27 AM 10:53 HIDALGO COUNTY BUDGET OFFICE

Lodging Reg # 232438

Airfare Reg # 232039

Brenda Renteria Meals / Parking / Gas Reg # 232405

Hilda Ramos: meals Reg # 232379

*Auto Rental Reg # 232032

*Pending LIT AI. 37856 (4-4-13) to finalize req.

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

As per County Travel Policy (at least two (2) weeks prior to the date the check will be needed)

Date of Travel Request Submission: 02/28/13
Department: Elections Department **Requestor:** Rosie Diaz **EXT:** 5715
Number of Employees: 1
Employee(s) Name (DOB if requesting airfare): Brenda Renteria DOB 04/12/85, Hilda Ramos DOB 07/03/80
Destination: San Diego, California
Name of Seminar/Conference: 2013 ESRI International User Conference
Travel Account Number: 3-1100-414-00-130-001-0-583

HOTEL: **Req. #:** 232438 **P.O. #:** _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: Town and Country Hotel, LLC **Hotel Address:** 500 Hotel Circle North, San Diego, CA

Number of Rooms: 2 **Hotel Phone Number:** 619-291-7131

Check In: 07/07/13 **Check Out:** 07/12/2013

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Single Bed X **or** **Double Beds**

AUTO: **Req. #:** 232032 **P.O. #:** _____ **Vendor #** 275875

Rental Location: San Diego, CA Airport **Type of Vehicle:** Standard

Date/Time of Pick up: 07/07/13 @11:00 AM **Date/Time of Drop off:** 07/12/13 @3:00 PM

AIRFARE: **Req. #:** 232039 **P.O. #:** CITIBANK vendor #: 343277
Refundable: YES NO **Airline Name:** _____

Departure Date/Time: 07/07/13 @7:05 AM **Return Date/Time:** 07/12/13 @2:55 PM

Jaime Ramon — 3/25/13

Signature: Elected Official/Department Head **Date**
Original Signature is required

For Purchasing Department Office Use Only

Hotel Confirmation: _____ Spoke to: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____ Agenda Item: _____
HCPD-TRAVEL-2011 REVISED 2012 CC APPROVED ON: 3/06/2012

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
PAGE 1 OF 2

DEPARTMENT:	Hidalgo County Elections Dept	If, applicable, was travel approved by Co. Exec. Officer?	
DEPARTURE DATE:	7/7/2013	RETURN DATE:	7/12/2013
TO CITY:	San Diego	STATE:	California
NAME OF EMPLOYEES ATTENDING SEMINAR:	Brenda Renteria, Hilda Ramos		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	2		
PURPOSE/BENEFIT TO HIDALGO COUNTY:			

A. WORKSHOP/SEMINAR REGISTRATION(S)

TITLE OF WORKSHOP/SEMINAR:			
SPONSORED BY:			
REGISTRATION CHECK PAYABLE TO:			
REGISTRATION ADDRESS:		SEMINAR START DATE:	
		SEMINAR END DATE:	
		PURCHSE ORDER NO.	
1. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	
GL ACCT NO.:		TOTAL NO. OF EMPLOYEES ATTENDING:	0

TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	$	-
(SEE PAGE 2 FOR SECTIONS B, C, & D) TOTAL THIS PAGE (A):	$	-
TOTAL 2ND PAGE (B + C + D):	$	3,131.04
GRAND TOTAL (A + B + C + D)	$	3,131.04

E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS

DEPARTMENT'S PUBLIC OFFICIAL CERTIFICATION: I hereby certify that trip expenditures are necessary and will be incurred for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

DEPARTMENT'S PUBLIC OFFICIAL (Signature)	Rosie Diaz DEPARTMENT'S CONTACT PERSON	956-318-2570 Ext 5715 PHONE #

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TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.

EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
Hilda Ramos	H Ramos	149888
Brenda Renteria	Brenda Renteria	179736

COUNTY AUDITOR'S FORM T.1.2 (01/10)

HIDALGO COUNTY, TEXAS
SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE CHECK REQUEST FORM
PAGE 2 OF 2

DEPARTMENT: Hidalgo County Elections Dept

DEPARTURE DATE: 7/7/2013 RETURN DATE: 7/12/2013

TO CITY: San Diego STATE: California

NAME OF EMPLOYEES ATTENDING SEMINAR: Brenda Renteria, Hilda Ramos

TOTAL# OF EMPLOYEES ATTENDING SEMINAR: 2

B. HOTEL RESERVATION(S)

Note: Use of a travel a gency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

NAME OF HOTEL: Town and Country & Convention Center

HOTEL PHONE NO:

ADDRESS OF HOTEL: 500 Hotel Circle North, San Diego, CA 92108

CONFIRMATION NO.(s): 326VBVQ3

ROOM RATE: $ 143.00

PURCHASE ORDER NO. Req# 232438

NUMBER OF NIGHTS: 5

GENERAL LEDGER ACCT NO: 3-1100-414-00-130-001-0-583

ROOM RATE: $ 143.00

TOTAL NO. OF ROOMS: 2

NUMBER OF NIGHTS: 5

ROOM RATE:

HOTEL TAX RATE:

NUMBER OF NIGHTS:

TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate). . . . . B. $ 1,430.00

C. CAR RENTAL(S)

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: www.window.state.tx.us/procurement/prog/stmp/

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO: No

IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.

NAME OF CAR RENTAL COMPANY: Enterprise Rent-A-Car

ADDRESS OF CAR RENTAL COMPANY: San Diego California Airport

Note: Coordination of travel is required for every group of 4 or less

1691 Hancock Street; San Diego CA 92101-1117

PHONE NUMBER OF CAR RENTAL COMPANY: 619-294-3313

VEHICLE NO. 1 TYPE: Standard

VEHICLE NO. 2 TYPE:

DAILY CAR RATE: $ 63.97

DAILY CAR RATE:

NUMBER OF DAYS: 5

NUMBER OF DAYS:

CONFIRMATION NO.: 678734365

CONFIRMATION NO. 678734365

VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING: Brenda Renteria, Hilda Ramos

VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:

PURCHASE ORDER NO. Req#232032

GL ACCT NO: 3-1100-414-00-130-001-0-583

TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C. $ 319.84

RECEIVED BY COUNTY AUDITOR 2013 JUL 22 PM 3:10

D. AIRFARE(S)

Note: Use of a travel a gency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY: United Airlines, Inc

ADDRESS OF AIRLINE COMPANY: McAllen, Texas

PHONE NO. OF AIRLINE COMPANY:

CONFIRMATION NO.: LR7VM4

ROUND TRIP AIRFARE PER PERSON: $ 690.60

NUMBER OF TRAVELERS: 2

GENERAL LEDGER ACCOUNT NUMBEI 3-1100-414-00-130-001-0-583

P.O. NO.

TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D. $ 1,381.20

SUBTOTAL (B+C+D) $ 3,131.04

COUNTY AUDITOR'S FORM T.1.2 (01/10)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Brenda Renteria	EMPLOYEE I.D. NO.:	179736	EMPLOYEE TITLE:	GIS Operator
DEPARTMENT:	Elections Dep.	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	7/7/13	RETURN DATE:	7/13/13		
TIME OF DEPARTURE:	7:-00 AM	TIME OF RETURN:	10:00 PM		
TO CITY:	San Diego	STATE:	California		
SEMINAR/CONFERENCE/MEETING: START DATE:	7/8/2013	END DATE:	7/13/2013	ACTUAL NO. OF DAYS	6
TITLE OF WORKSHOP/CONFERENCE:	2013 ESRI International User Conference				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Air Travel	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Hilda Ramos				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	Out of the State		
PURPOSE/BENEFIT TO HIDALGO COUNTY:					

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00		$54.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00		$72.00	
Dinner	$18.00	$18.00	$18.00	$19.00	$19.00	$19.00	$12.00		$105.00	
Total	$39.00	$39.00	$39.00	$40.00	$40.00	$40.00	$33.00	$0.00	$231.00	$ 231.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: Hotel Parking and Gas charges for car rental — 6 days @ $ 20.00 — $ 120.00

III. PERSONAL VEHICLE MILEAGE — Miles @ $ 0.565 (Current Rate) . . . . — $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

_____ . . . . . $

_____ . . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE: Req#232405

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 351.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER:

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

Brenda Renteria	Yvonne Ramon	Yvonne Ramon
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

RECEIVED BY COUNTY AUDITOR 2013 JUL 12

COUNTY AUDITOR'S FORM: T.1.5 (01/13)

HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Hilda Ramos	EMPLOYEE I.D. NO.:	149888	EMPLOYEE TITLE:	Street Indexing Specialist
DEPARTMENT:	Elections Dep.	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?			No
DEPARTURE DATE:	7/7/13	RETURN DATE:	7/13/13		
TIME OF DEPARTURE:	7:-00 AM	TIME OF RETURN:	10:00 PM		
TO CITY:	San Diego	STATE:	California		
SEMINAR/CONFERENCE/MEETING: START DATE:	7/8/2013	END DATE:	7/13/2013	ACTUAL NO. OF DAYS	6
TITLE OF WORKSHOP/CONFERENCE:	2013 ESRI International User Conference				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	Air Travel	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.			
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Brenda Renteria				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?	Out of the State		
PURPOSE/BENEFIT TO HIDALGO COUNTY:					

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)

Meals will be prorated for partial days	Meal Rate	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH/ DAY	MONTH / DAY	MONTH / DAY	Total	
Breakfast	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00	$9.00		$54.00	
Lunch	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00		$72.00	
Dinner	$18.00	$18.00	$18.00	$19.00	$19.00	$19.00	$12.00		$105.00	
Total	$39.00	$39.00	$39.00	$40.00	$40.00	$40.00	$33.00	$0.00	$231.00	$ 231.00

Meal per diems must be prorated for 1st day and last day of travel as follows:

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	$ 39.00	Before 8:00 a.m. (breakfast)	$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	$ 21.00
After 1:00 p.m. (dinner)	$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):

Expense type: 0 days @ $ 20.00 $ -

III. PERSONAL VEHICLE MILEAGE Miles @ $ 0.565 (Current Rate) . . . . $ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, If the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

Mapquest

IV. OTHER (Itemize)

. . . . . $

. . . . . $

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE: Req#232379

VI. TOTAL TRAVEL ADVANCE REQUESTED: $ 231.00

VII. COMMENTS:

VII. GENERAL LEDGER ACCOUNT NUMBER:

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary . The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

Hilda Ramos	Yvonne Ramon	Yvonne Ramon
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

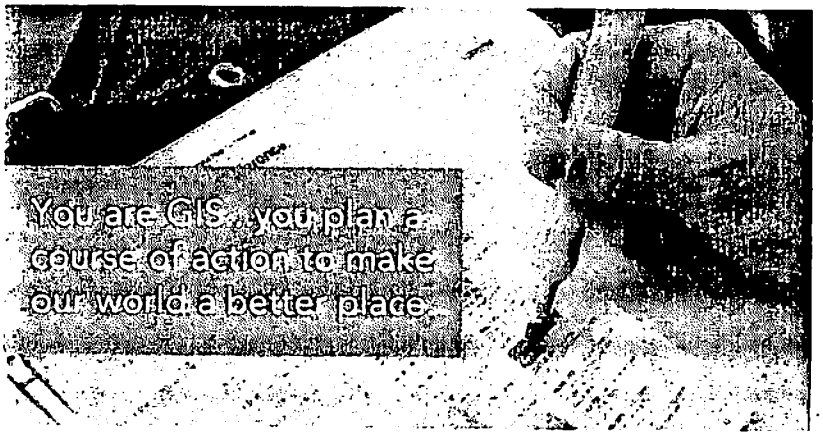
RECEIVED BY COUNTY AUDITOR 2013 MAR 27 PM 12:30

COUNTY AUDITOR'S FORM: T.1.5 (01/13)

Events

Esri International User Conference

Agenda at a Glance



Your 2013 conference experience will be unlike any you have ever had. The Esri UC is the world's only event that covers the entire spectrum of the geospatial industry, bringing together social, economic, business, and environmental leaders who are redefining how people work together at every scale.

Check back often as we continue to add new speakers, sessions, and topics to the 2013 UC lineup.

Agenda at a Glance

Saturday, July 6

8:30 a.m.–5:00 p.m.	**Preconference Seminars** SDCC, Upper Level

Sunday, July 7

8:30 a.m.–5:00 p.m.	**Preconference Seminars** SDCC, Upper Level

Monday, July 8

8:30 a.m.–3:30 p.m.	**Plenary Session** SDCC, Halls F, G, and H
3:30 p.m.–8:30 p.m.	**Academic GIS Program Fair** SDCC, Room 6 A Foyer
3:30 p.m.–8:00 p.m.	**Map Gallery Opening and Evening Reception** SDCC, Sails Pavilion
3:30 p.m.–8:30 p.m.	**Special Displays** SDCC, Sails Pavilion

Agenda

Agenda at a Glance

July 8–12, 2013

San Diego Convention Center

Register Now ›

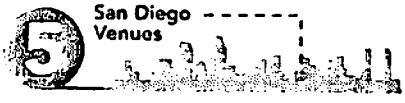
Stories of UC

The UC offered lots of useful interaction with Esri staff to work through details of our application.

-Brendan Ward , Conservation Biologist and GIS Analyst, Conservation Biology Institute

‹ Previous Next ›

Conference Factoid



Conference Help

Email Esri

Call Esri: 1-888-377-4576

Let us know how we can help or check out the Frequently Asked Questions ›

Thursday, July 11

9:00 a.m.–1:30 p.m.	**Esri Showcase and GIS Solutions EXPO** SDCC, Halls B, C, and D
8:00 a.m.–1:30 p.m.	**Special Displays** SDCC, Sails Pavilion
9:00 a.m.–1:30 p.m.	**User Software Applications Fair** SDCC, Halls B, C, and D
11:45 a.m.–1:00 p.m.	**Special Interest Group Meetings**
5:30 p.m.–10:00 p.m.	**Thursday Night Party**

Friday, July 12

8:30 a.m.–10:15 a.m.	**Technical Workshops** SDCC, Rooms 1-11
10:30 a.m.–noon	**Closing Session and Awards** SDCC, Ballroom 20 D

Rosie Diaz

From: Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]
Sent: Tuesday, March 05, 2013 2:04 PM
To: 'Rosie Diaz'
Subject: FW: eTicket Itinerary and Receipt for Confirmation LR7VM4

Thanks,

Nielda Cavazos, Travel Specialist
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, Texas 78539
Phone: (956)-292-7000 ext 4853
Fax: (956) 292-7612
nielda.cavazos@co.hidalgo.tx.us

From: United Airlines, Inc. [mailto:unitedairlines@united.com]
Sent: Tuesday, March 05, 2013 1:44 PM
To: NIELDA.CAVAZOS@CO.HIDALGO.TX.US
Subject: eTicket Itinerary and Receipt for Confirmation LR7VM4

Confirmation:
LR7VM4
Check-In >

Issue Date: March 05, 2013

Traveler	eTicket Number	Frequent Flyer	Seats
RENTERIA/BRENDA	0162358242465		11B/27D/23E/6C
RAMOS/HILDA	0162358242466		11A/27C/24E/6B

FLIGHT INFORMATION

Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Sun, 07JUL13	UA3849V		MCALLEN, TX (MFE) **7:05 AM**	HOUSTON, TX (IAH -BUSH INTL) **8:18 AM**	ERJ-145	

Flight operated by EXPRESSJET AIRLINES INC doing business as UNITED EXPRESS.

Sun, 07JUL13	UA1576V	HOUSTON, TX (IAH -BUSH INTL) **11:45 AM**	SAN DIEGO, CA (SAN) **12:55 PM**	737-800 Purchase
Fri, 12JUL13	UA1074V	SAN DIEGO, CA (SAN) **2:55 PM**	HOUSTON, TX (IAH -BUSH INTL) **8:05 PM**	737-800 Purchase
Fri, 12JUL13	UA5259V	HOUSTON, TX (IAH -BUSH INTL) **9:00 PM**	MCALLEN, TX (MFE) **10:10 PM**	CRJ-200

Flight operated by SKYWEST AIRLINES doing business as UNITED EXPRESS.

FARE INFORMATION

Fare Breakdown

Airfare:	604.65USD
U.S. Federal Transportation Tax:	45.35
U.S. Flight Segment Tax:	15.60
September 11th Security Fee:	10.00
U.S. Passenger Facility Charge:	15.00
Per Person Total:	690.60USD
eTicket Total:	1,381.20USD

Form of Payment:
MASTERCARD
Last Four Digits 6590

The airfare you paid on this itinerary totals: 1,209.30 USD

The taxes, fees, and surcharges paid total: 171.90 USD

Fare Rules: Additional charges may apply for changes in addition to any fare rules listed.

NONREF/0VALUAFTDPT/CHGFEE
Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

Baggage allowance and charges for this itinerary.

Baggage fees are per traveler

Origin and destination for checked baggage	1st bag	2nd bag	Max wt / dim per piece
7/7/2013 McAllen, TX (MFE) to San Diego, CA (SAN)	25.00 USD	35.00 USD	50.0lbs (23.0kg) - 62.0in (157.0cm)
7/12/2013 San Diego, CA (SAN) to McAllen, TX (MFE)	25.00 USD	35.00 USD	50.0lbs (23.0kg) - 62.0in (157.0cm)

Additional Baggage Information

Carry-on baggage information

3/5/2013

United accepts one carry-on item of no more than 45 linear inches or 114 linear centimeters in the aircraft cabin, along with one personal item (such as a shoulder or laptop bag).

Due to FAA regulations, operating carriers may have different carry-on requirements. Please check with the operating carrier for

more information or go to united.com.

General Baggage Information

First and second bag service charges do not apply to active-duty members of the U.S. military and their accompanying dependents. For additional information regarding baggage charges

allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items

or sporting equipment, visit united.com/baggage.

IMPORTANT CONSUMER NOTICES

Incorporated Terms - Your travel is subject to United's Contract of Carriage terms. The Contract is available for inspection at any UA ticketing facility, united.com or by calling 1-800-UNITED-1. Passengers have the right to receive the full text of the terms incorporated by reference free of charge by mail or other delivery service. The Contract terms include rules about limits on liability for personal injury or death and for loss, damage, or delay of goods and baggage, check-in times, overbooking, security issues, reservations, denial of carriage, refunds, claims limits and restrictions, including time limitations for filing a claim or lawsuit, and schedule changes and irregularities. The Contract of Carriage contains further detail of these terms.

Additional Terms - Depending on the rules applicable to the fare paid, one or more restrictions including, but not limited to one or more of the following, may apply to your travel: (1) the ticket may not be refundable but may be exchangeable for a fee with another restricted fare ticket meeting all the rules/restrictions of the original ticket (including the payment of any difference in fares); (2) a fee may apply for changing/canceling reservations; or (3) travel may be restricted to specific flights and/or times and minimum and/or maximum stay may be required.

Baggage Liability - On domestic flights, United's maximum liability limit for checked baggage is $3300 USD per passenger and United excludes liability for all unchecked baggage. For travel within the U.S., United excludes liability for fragile, valuable or perishable items carried in all baggage including jewelry, computers, cash, camera equipment and similar valuables. If any of these items are lost, damaged or delayed, you will not be entitled to any reimbursement. You can declare excess valuation on certain baggage at the airport, additional fees will apply.

ADVICE TO INTERNATIONAL PASSENGERS ON CARRIER LIABILITY – Passengers on a journey involving an ultimate destination or stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the Carrier in respect of death of or injury to passengers, and for destruction or loss of, or damage to, baggage, and for

delay of passengers and baggage.

Notice—Overbooking of Flights - Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadline which are available upon request from the air carrier, persons denied boarding involuntarily are entitled to compensation. *The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries. although other consumer protections may be available. Check with your airline or your travel agent.*

Personal Health - For important health tips before your flight, including information on a serious condition called Deep Vein Thrombosis, please go to united.com.

Thank you for choosing United Airlines

united.com

Legal Notices. Privacy Policy

Copyright © 2013 United Air Lines, Inc. All rights reserved.

Please do not reply to this message using the "reply" address.

For assistance, please contact United Airlines via telephone or via e-mail.

Form **W-9**
(Rev. December 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)
Atlas Hotels, Inc

Business name/disregarded entity name, if different from above
Town and Country Hotel, LLC

Check appropriate box for federal tax classification:
☐ 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) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
500 Hotel Circle North

Requester's name and address (optional)

City, state, and ZIP code
San Diego CA 92108

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.

Social security number
			-			-				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
9	5	-	2	0	5	2	4	0	6

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 ▶ W [signature] Date ▶ 12/28/12

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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department via e-mail: darlene.betancourt@co.hidalgo.tx.us , facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539

Company Name: Atlas Hotels Telephone No. (619) 291-7131

dba Name: Town and Country Hotel

Legal Name:

Mailing Address: 500 Hotel Circle N Fax No. (619) 497-0737

Physical Address: 500 Hotel Circle N

City, State, Zip San Diego CA 92108 Tax I.D. No. 95-2052406

Remit to Address: same as above City, State, Zip

E-Mail Address: credit@towncountry.com

Representative(s) Name(s) & Title(s) Kathryn Little, Director of Credit

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: Delaware Date: 2004 Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization ✓ Other, Specify HOTEL

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: N/A

Small and/or Disadvantaged Business Information (check application criteria) N/A

Small Business: _____ Disadvantaged Business (At Least 51% Ownership)

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: • Yes • No

What type of product(s) is/are solicited by your company?: N/A

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.:

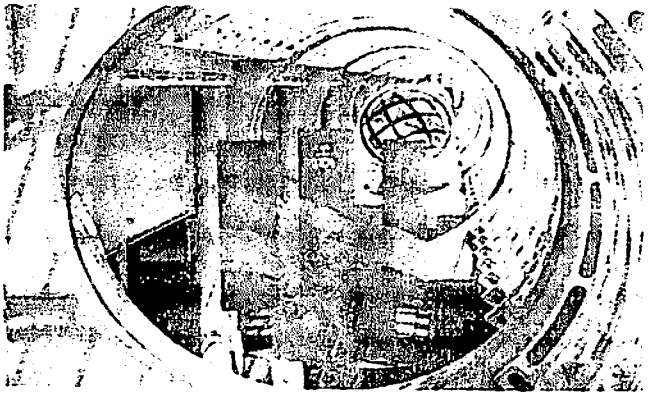
Rosie Diaz

From: Hilda Ramos [hilda.ramos@co.hidalgo.tx.us]
Sent: Tuesday, March 05, 2013 2:00 PM
To: maria.diaz@co.hidalgo.tx.us
Subject: FW: Your Hotel Reservation - 2013 Esri International User Conference

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From: Esri Housing Bureau [mailto:groupcampaigns@pkghlrss.com]
Sent: Tuesday, March 05, 2013 11:59 AM
To: hilda.ramos@co.hidalgo.tx.us
Subject: Your Hotel Reservation - 2013 Esri International User Conference

esri



July 8-12,
San Dieg

Dear Hilda,

Thank you for reserving your hotel for the Esri International User Conference (Esri UC) through the Esri Housi Bureau. Please review your reservation details below.

If for any reason you need to change hotels, please do not cancel this reservation. To modify your hotel, dates credit card information, or to cancel your reservation, click here.

Please Note:

- All special requests are forwarded to the hotel, but cannot be confirmed until check-in.
- Cancellations may be made without penalty until April 30, 2013. Full details on cancellations and fees provided below.
- All changes and cancellations must be made through the Esri Housing Bureau until June 28, 2013. Aft June 28, the hotel must be contacted directly. **Cancellation fees still apply.**

We look forward to seeing you in San Diego!

Thank you,

Esri Housing Bureau
(909) 793-2853, ext. 1363
UChotelres@esri.com

Reservation Information	
Passkey Acknowledgement Number:	326VBVO
Your hotel:	Town and Country Hotel and Convention Center
Check-in:	07-Jul-2013
Check-out:	12-Jul-2013
Room type:	Standard Room - Government Rate
Guests per room:	1
Guest name:	Hilda Ramos
Share withs:	
Requests:	
Guarantee method:	Credit card
Nightly Rates:	Date / Guest(s) / Status / Rate 07-Jul-2013 / 1 / Confirmed / 143.00 08-Jul-2013 / 1 / Confirmed / 143.00 09-Jul-2013 / 1 / Confirmed / 143.00 10-Jul-2013 / 1 / Confirmed / 143.00 11-Jul-2013 / 1 / Confirmed / 143.00
Additional Person Charges:	Additional Guest / Rate Second Guest / 0.00 Third Guest / 20.00 Fourth Guest / 20.00 Fifth Guest / 0.00
Total Room Charge:	**715.00** Room Rates shown do not include 10.50% Hotel Room Tax, 2.00% San Diego Tourism Assessment Fee and 0.05% State of California Tourism Assessment Fee (subject to change). Total room charges will include applicable room tax, and fees.
Cancellation Policy:	Reservations made through the Esri Housing Bureau will be subject to a $100 cancellation fee should cancellation occur after April 30, 2013. Each hotel also has their own cancellation policy. Please contact your hotel for more information.
Hotel Information	
Hotel Name:	Town and Country Hotel and Convention Center
Address:	500 Hotel Circle North San Diego, CA 92108
Weather:	View the Weather Forecast

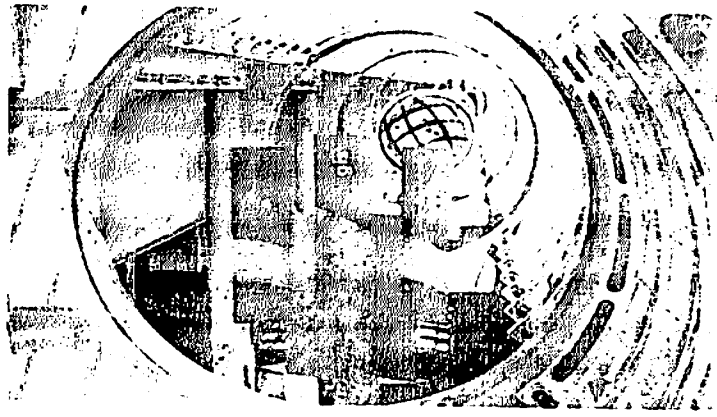
609-291-7131

Rosie Diaz

From: Brenda Renteria [brenda.renteria@co.hidalgo.tx.us]
Sent: Tuesday, March 05, 2013 1:52 PM
To: maria.diaz@co.hidalgo.tx.us
Subject: FW: Hotel Reservation Change - 2013 Esri International User Conference

From: Esri Housing Bureau [mailto:groupcampaigns@pkghlrss.com]
Sent: Tuesday, March 05, 2013 11:56 AM
To: brenda.renteria@co.hidalgo.tx.us
Subject: Hotel Reservation Change - 2013 Esri International User Conference

esri



July 8 -12, 2013
San Diego, CA

Dear Brenda,

This change to your hotel reservation was made on 05-Mar-2013

If for any reason you need to change hotels, please do not cancel this reservation. To modify your hotel, dates, credit card information, or to cancel your reservation, click here.

Please Note

- All special requests are forwarded to the hotel, but cannot be confirmed until check-in
- Cancellations may be made without penalty until April 30, 2013. Full details on cancellations and fees are provided below.
- All changes and cancellations must be made through the Esri Housing Bureau until June 28, 2013. After June 28, the hotel must be contacted directly. Cancellation fees still apply.

Thank you,

Esri Housing Bureau
(909) 793-2853, ext. 1363
UChotelres@esri.com

Reservation Information	
Passkey Acknowledgement Number:	326VBSWM
Your hotel:	Town and Country Hotel and Convention Center
Check-in:	07-Jul-2013
Check-out:	12-Jul-2013
Room type:	Standard Room - Government Rate
Guests per room:	1
Guest name:	Brenda Renteria
Share withs:	
Requests:	
Guarantee method:	Credit card
Nightly Rates:	Date / Guest(s) / Status / Rate 07-Jul-2013 / 1 / Confirmed / 143.00 08-Jul-2013 / 1 / Confirmed / 143.00 09-Jul-2013 / 1 / Confirmed / 143.00 10-Jul-2013 / 1 / Confirmed / 143.00 11-Jul-2013 / 1 / Confirmed / 143.00
Additional Person Charges:	Additional Guest — Rate Second Guest — 0.00 Third Guest — 0.00 Fourth Guest — 20.00 Fifth Guest — 0.00
Total Room Charge:	**715.00** Room Rates shown do not include 10.50% Hotel Room Tax, 2.00% San Diego Tourism Assessment Fee and 0.05% State of California Tourism Assessment Fee (subject to change). Total room charges will include applicable room tax, and fees.
Cancellation Policy:	**Reservations made through the Esri Housing Bureau will be subject to a $100 cancellation fee should cancellation occur after April 30, 2013.** **Each hotel also has their own cancellation policy. Please contact your hotel for more information.**
Hotel Information	
Hotel Name:	Town and Country Hotel and Convention Center
Address:	500 Hotel Circle North San Diego, CA 92108
Weather:	View the Weather Forec

Rosie Diaz

From: Gonzalez, Gilberto [Gilberto.Gonzalez@ehi.com]
Sent: Monday, March 04, 2013 9:48 AM
To: maria.diaz@co.hidalgo.tx.us
Subject: FW: Modified: Enterprise Rent-A-Car Reservation

Gilberto Gonzalez
Business Rental Sales Executive

956-227-6149 cell
956-242-0745 Fax

gilberto.gonzalez@ehi.com

Operating

600 E. Expressway 83
Pharr TX 78577

enterpriseholdings.com

-----Original Message-----
From: DL Custhelp OnlineReservations Reservations
Sent: Monday, March 04, 2013 9:36 AM
To: Gonzalez, Gilberto
Subject: Modified: Enterprise Rent-A-Car Reservation

Dear Brenda Renteria,

Thank you for choosing Enterprise. We look forward to seeing you at 11:00 am on Sunday, July 7, 2013. This message is to confirm you have updated your reservation. Following are the details for the updated reservation:

P.S. Remember us when you're renting in town. Enterprise is always nearby at more than 6,500 neighborhood locations.

MODIFIED RESERVATION INFORMATION

Confirmation Number: 678734365

Name: Renteria, Brenda

Pick Up Date: Sunday, July 7, 2013 at 11:00 am

Drop Off Date: Friday, July 12, 2013 at 1:00 pm

Pick Up Location Address and Phone Number :
SAN DIEGO INTL ARPT
1691 HANCOCK STREET

SAN DIEGO, CA 92101-1117
Tel.: (619) 294-3313

Pick Up Location Hours for the week of : July 1, 2013

Monday	4:30 am	10:30 pm
Tuesday	4:30 am	10:30 pm
Wednesday	4:30 am	10:30 pm
Thursday	4:30 am	10:30 pm
Friday	4:30 am	10:30 pm
Saturday	4:30 am	10:30 pm
Sunday	4:30 am	10:30 pm

Car and Rate Information for HIDALGO COUNTY PURCHASING:
Standard
Chrysler 200 or similar

212.50 USD (5 Day @ 42.50)

0.00 USD (Drop Charge)

23.44 USD (2 Hour @ 11.72)

0.00 USD (COLLISION DAMAGE WAIVER FULL)

0.00 USD (SUPPLEMENTAL LIABILITY PROTECTION)

26.21 USD (AIRPORT CONCESSION FEE 11.11 PCT)

30.00 USD (CUSTOMER FACILITY CHARGE $6/DAY)

6.72 USD (TOURISM FEE 2.85 PCT)

20.97 USD (SALES TAX)

Total Charges 319.84 USD

Additional surcharges, local taxes, etc. may apply.

ENTERPRISE PICK-UP POLICY

TERMINAL 1 AND 2 ARRIVALS - PLEASE FOLLOW THE SIGNS, WITH A GREEN SHUTTLE ICON, TO THE GROUND TRANSPORTATION AND COURTESY VAN PICK UP AREA. THE ENTERPRISE SHUTTLE RUNS EVERY 7-10 MINUTES. ---------- COMMUTER TERMINAL ARRIVALS - FOR SHUTTLE, PLEASE CALL 619-294-3313 EXT 2204, UPON ARRIVAL. A COURTESY PHONE IS LOCATED NEAR THE BAGGAGE CLAIM. ---------- THIS OFFICE IS UNABLE TO PROVIDE PICK UP FROM THE PORT OF SAN DIEGO. FOR CRUISE SHIP PICK UP, PLEASE USE OUR OFFICE LOCATED AT 900 "F" STREET, SUITE 167. PHONE:(619) 696-5000. . SELF-SERVICE

KIOSKS AT THIS LOCATION CAN MAKE YOUR RENTAL TRANSACTION QUICK AND EASY.

ENTERPRISE MILEAGE POLICY

MILEAGE IS UNLIMITED FOR STATE OF TEXAS BUSINESS USE ON CONTRACTED CAR CLASSES. FOR ONE WAY RENTALS, MILEAGE IS UNLIMITED MILES WHEN BOOKING ONE WAY RENTALS IN TEXAS AND RETURNING IN TEXAS. ALL OTHER ONE WAY RENTALS WILL INCLUDE 0 FREE MILES WITH A $.40 PER MILE CHARGE.

ENTERPRISE AGE POLICY

ALL STATE DRIVERS MUST BE 18 YEARS OF AGE OR OLDER FOR CONTRACTED CAR CLASESS FOR BUSINESS USE. 21 AND UP FOR 12-15 PASSENGER VANS.

ENTERPRISE MISCELLANEOUS POLICY

IMPORTANT INFORMATION: THIS OFFICE DOES NOT SERVICE OR PICK UP FROM THE PORT OF SAN DIEGO. FOR CRUISE SHIPS PLEASE UTILIZE OUR OFFICE LOCATED AT 900 "F"

STREET SUITE 167, SAN DIEGO DOWNTOWN. THE ESTIMATED COST OF THE RENTAL PLUS 20 PERCENT WILL BE HELD AS AN AUTHORIZATION ON YOUR DEBIT OR CREDIT CARD AT THE TIME OF RENTAL. THE USE OF A DEBIT CARD IS ALLOWED WITH PROOF OF A RETURN FLIGHT ITINERARY.

ENTERPRISE ADDITIONAL DRIVER POLICY

THERE ARE NO ADDITIONAL FEES FOR STATE RENTERS WITH VALID ID OR A SPOUSE OR DOMESTIC PARTNER.

ENTERPRISE AFTER HOURS POLICY

RETURN YOUR RENTAL VEHICLE TO ANY ONE OF THE SEVERAL "PARK N FLY" LOTS LOCATED NEAR THE INTERSECTION OF KETTNER BLVD AND SASSAFRAS STREET (3550 KETTNER BLVD, PHONE: (619) 295-6659). UPON RETURN TO A "PARK N FLY" LOCATION, INFORM THE ATTENDANT THAT YOU ARE RETURNING AN ENTERPRISE VEHICLE. A 24 HOUR COMPLIMENTARY SHUTTLE SERVICE WILL BE PROVIDED. PLEASE ALLOW 5-10 MINUTES FOR SHUTTLE SERVICE BACK TO THE AIRPORT.

TO MODIFY OR CANCEL THIS RESERVATION

Please click the link below to modify or cancel this reservation. (NOTE: Modifying your location, date, or time may result in changes to your rates, taxes, surcharges or underage fee.)

https://www.enterprise.com/car_rental/deeplinkmap.do?bid=C01&confirmnum=678734365&firstname=BRENDA&lastname=RENTERIA&cnty=US&language=EN

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed and may contain confidential and privileged information protected by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of the e-mail is strictly prohibited. Please notify the sender immediately by return e-mail and delete all copies from your system.

AI-38448 **7. C.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pct. #4:
Requesting approval to reimburse Commissioner Joseph Palacios the amount of $ 2,786.16 and Jesus M. Ozuna the amount of $ 96.00 for travel expenses to Washington, D.C. on April 9-11, 2013 with authority for County Treasurer to issue payment/check after review and auditing procedures are completed by County Auditor

BACKGROUND

Acct. #3-1200-431-00-124-005-0-583

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-005-0-583

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

BUDGETARY IMPACT:

Funds available as of 4/26/2013.

Attachments

travel

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/26/2013 08:05 AM
Obdett Calzada	Obdett Calzada	04/26/2013 02:16 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Monica Badillo Started On: 04/25/2013 03:48 PM

Final Approval Date: 04/26/2013

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME :	COMMISSIONER JOSEPH PALACIOS	DEPARTMENT:	PCT #4
TRAVEL TO CITY :	WASHINGTON	STATE:	D.C.
DEPARTURE DATE:	4/9/2013	RETURN DATE:	4/11/2013
TIME OF DEPARTURE:	1:00 PM	TIME OF RETURN:	7:47 PM

PURPOSE OF TRIP : OBTAINING ANSWERS FROM THE DIRECTOR OF THE U.S. CENSUS BUREAU, ON CENCUS UNDERCOUNT IN HIDALGO CO.

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

	DATES OF TRAVEL FOR YEAR						2013
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	4/9	4/10	4/11	4/12	4/13	4/14	TOTALS
Airline / Bus / Train	$ 2,109.20	(1054.60	Jesus Ozuna) pd for both				$ 2,109.20
Car Rental		(1054.60	Com. Palacios)				-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.565	-
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)	269.59 ~~239.16~~	512.96	2 rooms (256.48 256.48)				782.55 ~~752.12~~
Parking / Tolls							-
Taxi and Other Ground Transportation	68.00	- 28.00 - 40.00					68.00
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	2						
With Receipts = 1 / Without Receipts = 2	2	2	2				
Breakfast ($9 per diem)		9.00	9.00				
Lunch ($12 per diem)		12.00	12.00				
Dinner ($18 per diem)	18.00	18.00	18.00				
Total Actual Meal Expense	18.00	39.00	39.00	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)	18.00	39.00	39.00				96.00
Other (Please explain below):							-
Explanation Notes:							

2013 APR 22 AM 10 47 COUNTY AUDITOR RECEIVED BY

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee. (I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
HOLIDAY INN EXPRESS HOTEL	HOTEL	234596	$ 269.59 ~~239.16~~
Total			$ 269.59 ~~239.16~~

TOTAL FROM T-4 CONTINUATION FORM	
TOTAL ALLOWABLE EXPENDITURES	$ 3055.75 ~~2,957.32~~
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	269.59 ~~239.16~~
REMIT TO ME	$ 2,786.16
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

Joseph Palacios — EMPLOYEE SIGNATURE — 17-Apr — DATE

APPROVED BY: Joseph Palacios — DIVISION DIRECTOR/SUPERVISOR — 17-Apr — DATE

APPROVED FOR PAYMENT BY: Joseph Palacios — DEPARTMENT HEAD

3-1200-431-00-124-005-0-583 — GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/13)

Note: This report is due no later than 20 calendar days of return from travel.

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

As per County Travel Policy (at least two (2) weeks prior to the date the check will be needed)

Date of Travel Request Submission: 04-04-2013
Department: Hidalgo Co. Pct #4 Requestor: Diana G. EXT: 4014
Number of Employees: 2
Employee(s) Name (DOB if requesting airfare): Joseph Palacios and Jesus M. Ozuna.

Destination: Washington D.C.
Name of Seminar/Conference: Meeting with Census Director in Wash.,D.C.
Travel Account Number: 2-1200-431-00-124-005-0-584

HOTEL: Req. #: _____ P.O. #: _____ Citi Bank

MUST REQUEST CHECK FOR HOTEL

Hotel Name: Capitol Hilton Hotel Address: Washington,DC
Number of Rooms: 1 Hotel Phone Number: _____

Check In: 04/09/2013 Check Out: 04/11/2013

Single Bed or ~~Double Beds~~

AUTO: Req. #: _____ P.O. #: Vendor # 396095

Rental Location: _____ Type of Vehicle: _____

Date/Time of Pick up: _____ Date/Time of Drop off: _____

AIRFARE: Req. #: _____ P.O. #: CITIBANK vendor #: 343277
Refundable: YES NO Airline Name: _____

Departure Date/Time: _____ Return Date/Time: _____

Joseph Palacios
Signature: Elected Official/Department Head
Original Signature is required

4/4/13
Date

For Purchasing Department Office Use Only

Hotel Confirmation: _____ Spoke to: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____ Agenda Item: _____
HCPD-TRAVEL-2011 REVISED 2012 CC APPROVED ON: 3/06/2012

Rolando L. Rios
Jose Garza
Attorneys at Law
Legal Team for Hidalgo County
rrios@rolandorioslaw.com

MEETING WITH CENSUS OFFICIALS – AGENDA - APRIL 10, 2013
(estimated time for meeting is 40 minutes)

1. Introductions and issue comments.
2. Undercount consequences:
    a. Loss of federal funds between 2002 and 2012 (PriceWaterhouseCoopers Study):
        i. Hidalgo County over $71 million in federal funds were lost in Hidalgo, Cameron and Starr Counties alone: TAB1
        ii. Programs impacted: **Medicaid,** Foster Care, Rehabilitation Services Basic Support, Child Care and Development Block Grant, Substance Abuse Prevention and Treatment Block Grant, Adoption Assistance, Vocational Education Basic Grants and Social Services Block Grants.
3. Smoking gun of what we discovered – what Hidalgo County has done:
    a. Pictures of roof tops compared with Census Block population numbers
        i. TAB 2 – picture Blk 2085 Track 0242.03
        ii. TAB 3 – picture Blk 1058 Track 0242.03
        iii. TAB 4 – picture Blk 482150224011036
        iv. TAB 5 – picture whole neighborhoods
        v. TAB 6 - First Ten Blocks: Loss of over $6Million
        vi. SUBMISSIONS 90425, 90477, 90550 – Extensive documents submitted under the count Question Resolution Program (CQRP).
        vii. Hidalgo County has spent considerable resources documenting what we are convinced were missed addresses. **Hidalgo County deserves an adequate response! TAB 7**
4. What Hidalgo County seeks:
    a. Adequate response to our submissions(Sub Nos: 90425, 90477 and 90550)
    b. Potential possibilities on mid-term census. Enormous growth expected due to Eagle Ford Shale economic impact. TAB 8.
    c. Plans for 2020 Census – is special legislation needed?

Undercount Economic Considerations

HIDALGO CO

2010 POP – 774,749
2000 POP MISSED – 12,248
RATE – 2.13%
2010 POP MISSED – 16,502
EST LOSS REVENUE –

$41,256,449,00

Based on US Census estimate of $3,000 per missed person over 10 year period

CAMERON CO

2010 POP – 406,220
2000 POP MISSED – 9,156
RATE – 2.69%
2010 POP MISSED – 10,927
EST LOSS REVENUE –
$27,318,295.00

Based on US Census estimate of $3,000 per missed person over 10 year period

STARR CO

2010 POP – 60,968
2000 POP MISSED – 1,237
RATE – 2.27%
2010 POP MISSED – 1,384
EST LOSS REVENUE –

$3,459,934.00

Based on US Census estimate of $3,000 per missed person over 10 year period

WILLACY CO

2010 POP – 22,134
2000 POP MISSED – 448
RATE – 2.30%
2010 POP MISSED – 509
EST LOSS REVENUE –

$1,272,705.00

Based on US Census estimate of $3,000 per missed person over 10 year period

TOTAL LOSS OF DOLLARS

HIDALGO	$41,256,449.00
CAMERON	$27,318,295.00
STARR	$ 3,459,934.00
WILLACY	$ 1,272,705.00
TOTAL	$ 73,307,383.00

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME :	JESUS M. OZUNA	DEPARTMENT:	PCT #4
TRAVEL TO CITY :	WASHINGTON	STATE:	D.C.
DEPARTURE DATE:	4/9/2013	RETURN DATE:	4/11/2013
TIME OF DEPARTURE:	1:00 PM	TIME OF RETURN:	7:47 PM
PURPOSE OF TRIP :	TO OBTAIN ANSWERS FROM THE DIRECTOR OF U.S. CENSUS BUREAU ON THE CENCUS UNDERCOUNT IN HIDALGO CO.		

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

	DATES OF TRAVEL FOR YEAR						2013
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	4/9	4/10	4/11	4/12	4/13	4/14	TOTALS
Airline / Bus / Train	(1054.60 was pd by Com. Palacios)						$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.565	-
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)	269.59 ~~239.16~~	(256.48 was pd by Com. Palacios					269.59 ~~239.16~~
Parking / Tolls							-
Taxi and Other Ground Transportation							
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)	NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.						
Type of Travel (In State =1 /Out of State =2)	2						
With Receipts = 1 / Without Receipts = 2	2	2	2				
Breakfast ($9 per diem)		9.00	9.00				
Lunch ($12 per diem)		12.00	12.00				
Dinner ($18 per diem)	18.00	18.00	18.00				
Total Actual Meal Expense	18.00	39.00	39.00	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)	18.00	39.00	39.00				96.00
Other (Please explain below):							-
Explanation Notes:							

RECEIVED BY COUNTY AUDITOR 2013 APR 22 AM 10:50

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
HOLIDAY INN EXPRESS HOTEL	HOTEL	234596	$ 269.59 ~~239.16~~
Total			$ 239.16

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 365.59 335.16
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	269.59 ~~239.16~~
REMIT TO ME	$ 96.00
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

Jesus M. Ozuna — EMPLOYEE SIGNATURE — 17-Apr — DATE

Joseph Palacios — APPROVED BY: DIVISION DIRECTOR/SUPERVISOR — 17-Apr — DATE

Joseph Palacios — APPROVED FOR PAYMENT BY: DEPARTMENT HEAD

3-1200-431-00-124-005-0-583 — GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/13)

Note: This report is due no later than 20 calendar days of return from travel.

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:** 04/22/2013

TO: Diana Gonzalez **DEPARTMENT:** (124) COMMISSIONER, PRECINCT 4

FROM: Emily Suarez **PHONE:** (956)-318-2511 ext 4632

REFERENCE: PALACIOS, JOSEPH Invoice #04/09-11/13 ; Jesus Ozuna

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #04/09-11/13*** 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.

- ☐ *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 $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: Ms Diana,
  Any out of state travel must have prior approval from Budget, this final needs to be processed as a claim.

Thank you,
Emily

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

CC 4/30/13

HIDALGO COUNTY DISTRICT JUDGES

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

AI-38234 **8. A.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
L1100.02.003.0114.11	Castaneda Geronimo & Noemi	$3,099.84
M5500.00.026.0001.00	D & M Finance CO LLC	$4,839.66
R9999.94.UPR.0001.00	Union Pacific Railroad	$2,862.97
S5950.00.010.0002.00	US Bank Mortgage	$7,637.77
T3800.00.000.0047.00	Reynaldo Ortiz	$2,760.78
W3800.00.171.0000.15	First National Bank	$3,095.48

BACKGROUND

Attachments

ComCourt04302013

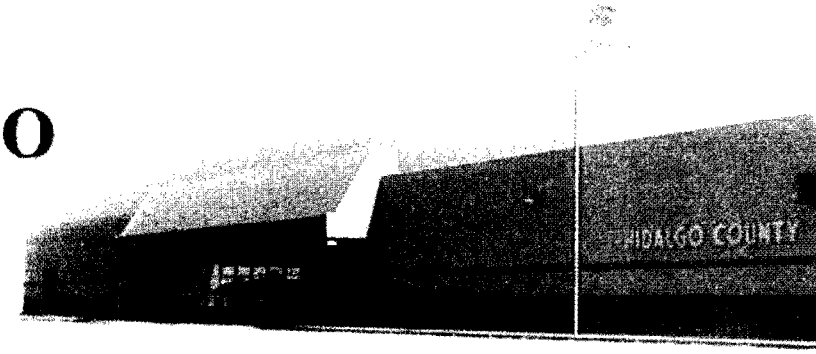
Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/16/2013 02:34 PM
Olga Garza	Olga Garza	04/18/2013 02:55 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Norma Briones Started On: 04/15/2013 08:55 AM

Final Approval Date: 04/26/2013

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. RTA
Assessor and Collector

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

APRIL 12, 2013

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

Our office has determined that the attached application(s) for a tax refund over $2,500.00 dollars is erroneous and/or excessive. The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as required by Property Tax Code Section 31 11, Refunds of Overpayments or Erroneous Payments.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

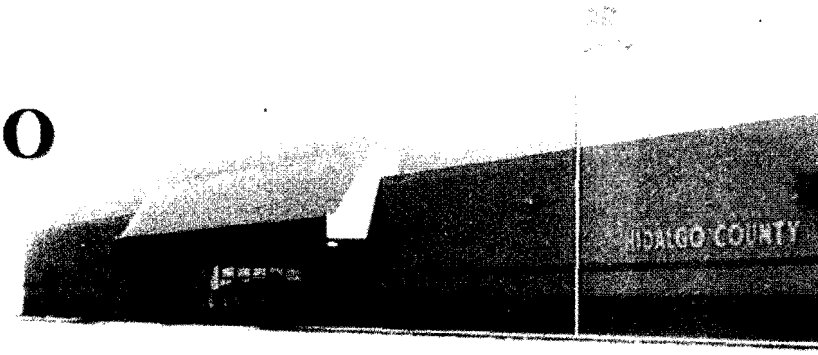
Pablo (Paul) Villarreal, Jr., RTA

nlr

Enclosure

cc: Raymundo Eufracio, CPA
Hidalgo County Auditor

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
L1100.02.003.0114.11	Castaneda Geronimo & Noemi	$3,099.84
M5500.00.026.0001.00	D & M Finance CO LLC	$4,839.66
R9999.94.UPR.0001.00	Union Pacific Railroad	$2,862.97
S5950.00.010.0002.00	US Bank Mortgage	$7,637.77
T3800.00.000.0047.00	Reynaldo Ortiz	$2,760.78
W3800.00.171.0000.15	First National Bank	$3,095.48

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 3/13/12	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178		
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name
CASTANEDA GERONIMO & NOEMI

Present mailing address *(number and street)*
10869 N MOOREFIELD RD

City, town or post office, state, ZIP code
MISSION, TX 78574

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LA HOMA RANCH

Step 2: Describe the property

Address or location of property:

501722

Account number of property:
L1100.02.003.0114.11

OR

Tax receipt number:
13899625/13889173

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2005	03/16 / 2009	$ 388.52	$ 388.52
2.	2005	03/12 / 2009	$ 37.07	$ 37.07
3.	2004	03/12 / 2009	$ 112.93	$ 112.93
4.		/	$	$
5. TOTAL		/	$	$ 538.52

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ON ACCT# 501722

CORRECT ACCT# 513305

NB

Step 4: sign the form

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

sign here — Signature: [signature]

Date of application for tax refund: 3-2-12

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized officer: [signature]

Date: 4/4/13

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

sign here: [signature]

Date: 3/2/12

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: DG 3/01/12 3/14/12 4/4/13	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178		
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name
MENDEZ MARIA ELENA (PAID BY: CASTANEDA, GERONIMO & NOEMI)

Present mailing address *(number and street)*
2709 COVINA AVE

City, town or post office, state, ZIP code
MCALLEN, TX 78503

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LA HOMA RANCH

Step 2: Describe the property

Address or location of property:

501722

Account number of property: L1100.02.003.0114.11

Tax receipt number: OR 20586867

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2011	02/27 / 2012	$ 545.52	$ 545.52
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 545.52

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ON ACCT# 501722

CORRECT ACCT# 513305.

NB

Step 4: sign the form

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

sign here — Signature — Date of application for tax refund: 3-2-12

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized officer — Date: 4/4/13

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 3/2/12

3/2

APPLICATION FOR TAX REFUND

Collection office name		Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 3.27.13	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178		
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name
CASTANEDA GERONIMO & NOEMI

Present mailing address *(number and street)*
10869 N MOOREFIELD RD

City, town or post office, state, ZIP code
MISSION, TX 78574

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): LA HOMA RANCH

Step 2: Describe the property

Address or location of property:

501722

Account number of property:

L1100.02.003.0114.11

OR

Tax receipt number:

18276630/16109272/13899625

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	03/02 / 2011	$ 555.26	$ 555.26
2.	2009	03/22 / 2010	$ 555.11	$ 555.11
3.	2008	03/16 / 2009	$ 379.78	$ 379.78
4.	2006	03/16 / 2009	$ 525.65	$ 525.65
5. TOTAL		/	$	$ 2015.80

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ON ACCT# 501722

CORRECT ACCT# 513305.

NB

Step 4: sign the form

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

sign here — Signature: Jeronimo Castaneda

Date of application for tax refund: 3-2-13

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized officer

Date: 4-4-13

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

Date: 3/27/13

PABLO (PAUL) VILLARREAL JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

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

Double (8002) JE 4-12-13

Print Date: 01/09/2013

Account Number
M5500-00-026-0001-00
HCAD No. 241074

Legal Description of the Property
MO-TEX LOTS 1-9 N30-S35 AC LOT 10, LOT 11, E1/2 LT 12, LOT 14 & W1/2-N 1/2 LOT 15 BLK 26 460 AC GR 447.18 AC NET

N FM 493
OWNER: D & M FINANCE CO LLC

D & M FINANCE CO LLC
PO BOX 959
EDINBURG , TX 78540

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: ~~3-22-13~~ 4/9/13

2012 OVERAGE AMOUNT $4,839.66

1: HIDALGO COUNTY, 5: EMS DIST #3, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name Richard W. Fippet	Relationship to Property Owner Managing Partner
	Mailing Address Box 959	Daytime Telephone Number 383-0868
	City, State, Zip Code Edinburg, TX 78540-0959	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2012 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account	
	☑ Duplicate payment We had a realestate closing & title company took out taxes at same time	
	☐ Paid in error (explain) I paid them.	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer $4,839.66	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	☑ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account	For tax year
	☐ Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Richard W. Fippet	Date of application 16 Jun 2012
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By:	Date: 4/10/13
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By:	Date: 3-15-13

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

3/18

.1.14

PABLO (PAUL) VILLARREAL JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

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

Print Date: 02/05/2013

Apply to # 606331
Refund Diff.

Account Number
R9999-94-UPR-0001-00
HCAD No. 502714

Legal Description of the Property
RAILROAD ROLLING STOCK AT HIDALGO COUNTY

OWNER: UNION PACIFIC RAILROAD

UNION PACIFIC RAILROAD
PROPERTY TAX DEPARTMENT
1400 DOUGLAS STREET, STOP 1640
OMAHA , NE 68179--164

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: ~~4/7 3-22-13~~ 4/9/13
RC

2012 OVERAGE AMOUNT $2,862.97

1: HIDALGO COUNTY

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name	Relationship to Property Owner
	Mailing Address	Daytime Telephone Number
	City, State, Zip Code	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2011 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account Incorrect Tax Authority charged on Account	
	☐ Duplicate payment	
	☐ Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	25,907.36
	Total tax, penalty, and interest amount owed for the year	-0-
	Amount of refund claimed	2,862.97
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	☐ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account	For tax year
	☐ Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Deny White	Date of application 2/15/2013
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: [illegible]	Date: 4/10/13
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: Paul Villarreal	Date: 3-15-13

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

3/18

.1.14

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
HB PARTNERS LTD (PAID BY: US BANK MORTGAGE)

Present mailing address *(number and street)*
P.O. BOX 3266

City, town or post office, state, ZIP code
MCALLEN, TX 78502

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): STEELE & PERSHING-N660-W380, W651.93-E5940-S431

Step 2: Describe the property

N660 & S126.43-N660-E280 LTS 2 BK 10 13.1AC GR 12.8AC NT LA VISTA M/H PARK

Address or location of property:

290120

Account number of property:

S5950.00.010.0002.00

Tax receipt number:

OR 290120

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2012	12/19 / 2012	$ 7,637.77	$ 7,637.77
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 7,637.77

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR ON ACCT#290120

REFUND BACK TO MORTGAGE.

NB

Step 4: sign the form

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

sign here — Signature: Kinsly Whitson — Date of application for tax refund: 2/6/13

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 3-27-13

sign here — Authorized official — Date: 4/10/13

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11 Tax Code)* — Date: 3-15-13

3/18

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

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

Print Date: 11/29/2012

Account Number
T3800-00-000-0047-00
HCAD No. 301886
Legal Description of the Property
THE VILLAGE LOT 47
4604 N 9TH ST
OWNER: NORDMEYER JAMES E JR

REYNALDO ORTIZ
REAL ESTATE ACCOUNT
1305 E NOLANA LOOP STE F
MCALLEN, TX 78504

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: HM 3-22-13

2012 OVERAGE AMOUNT $2,760.78

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

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name		Relationship to Property Owner
	Mailing Address		Daytime Telephone Number
	City, State, Zip Code		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2012 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation		Overpaid the account	
		Duplicate payment	
		Paid in error (explain) you are telling me there's an overage	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer		2793.96
	Total tax, penalty, and interest amount owed for the year		
	Amount of refund claimed		
Step 5: How should the refund be processed?		Mail to Property Owner	
	✓	Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE		Date of application 12/21/12
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	✓ Approved	☐ Denied	By: Date: 4/10/12
TAX OFFICE USE ONLY:	✓ Approved	☐ Denied	By: Date: 3-15-13

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

3/18

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
FIRST NATIONAL BANK

Present mailing address *(number and street)*
PO BOX 810

City, town or post office, state, ZIP code
EDINBURG, TX 78540

Phone *(area code and number)*
956-385-3568(JULIE M CALLES)

Legal description (or attach copy of the tax bill or tax receipt): WEST TRACT 2.50AC AN IRR TR E349.88'-W865.5' FT 171

Step 2: Describe the property

2.5000

Address or location of property: ELENA ST

625992

Account number of property:

W3800.00.171.0000.15

Tax receipt number:

OR 18769536

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	08/29 / 2011	$ 1,020.27	$ 1,020.27
2.	2009	08/29 / 2011	$ 1,098.95	$ 1,098.95
3.	2008	08/29 / 2011	$ 806.85	$ 806.85
4.	2007	08/29 / 2011	$ 169.41	$ 169.41
5. TOTAL		/	$	$ 3,095.48

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER FNB THIS ACCT WAS PAID BY ERROR AND $3,095.48 NEEDS TO BE TRANSFERRED TO ACCT C.1545.00.000.0000.00(342243)GONZALEZ OSCAR & ET AL(SUGAR CANE DR) CLS

Step 4: sign the form

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

sign here — Signature: Margie Karst — Date of application for tax refund: 3-1-13

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

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 3-19-13
4/4/13

sign here — Authorized official — Date: 4/10/13

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

sign here — Date: 3-15-13

3/13

AI-38216 **Membership Dues 9. A.**

CC CONSENT

Meeting Date: 04/30/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Dept.:
Requesting approval to renew the OSSF Designated Representative license for the following Health & Human Services - Environmental Division employee:

Vendor	Employee	Invoice No.	Amount	Purpose
TCEQ	Elizardo Ramos Jr.	OS0006937	$111.00	OSSF License
		Total	$111.00	

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-441-00-340-001-0-811

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

BUDGETARY IMPACT:

Amount available for requisition# 234894 as of 4-17-13 $111.00 for Texas Commission Environmental.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/12/2013 04:00 PM
Manuel Chapa	Manuel Chapa	04/18/2013 08:32 AM
Purchasing Department	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Mike Escaname Started On: 04/12/2013 11:27 AM

Final Approval Date: 04/26/2013

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

***** LICENSE RENEWAL NOTICE *****

License Expires on JUNE 30, 2013

Licensee/Registrant Name : **ELIZARDO RAMOS JR**

NOTICE: NEW FEE

Type of License: **OSSF DESIGNATED REPRESENTATIVE**

Application Fee: **$ 111.00**

Issue Date	Expiration Date	CEUs Required	CEUs Earned	CEUs Still Needed	License No.:
05/28/2010	06/30/2013	24	44	0	OS0006937

You must renew your license by the expiration date shown above if you wish to continue to hold a license. Please apply for renewal online by going to this web site and follow the simple instructions: **www.tceq.texas.gov/licensing/renew** NOTE: You will need your TCEQ license number (use upper case, i.e. WW0000000) and the last four digits of your social security number.

IMPORTANT: If you have not completed your continuing education requirements prior to JUNE 30, 2013, your renewal will not be processed and your license will not be renewed. Failure to submit your application within the required timeframes will result in the application being denied and you will need to reapply and retest for a new license. The application fee will not be refunded for an application submitted late or denied.

Effective September 1, 2006, the TCEQ no longer issues or renews registrations or licenses to an entity or person who is delinquent on any penalties or fees owed to TCEQ.

If you are unable to renew on-line, please contact our office immediately to receive a printed renewal application. You can contact the TCEQ Licensing Section at licenses@tceq.texas.gov or phone **(512)239-6133**. Please be sure to include your full name and license number with your request. Remember it is your responsibility to timely submit a renewal application.

DO NOT MAIL OR FAX THIS RENEWAL NOTICE WITH FEE. SEE ABOVE INSTRUCTIONS.

Requisition

Req # 00234894

PO #

Date: 04/12/13

Bill To: x
x

Vendor : 300632
TEXAS COMMISSION FOR ENVIRONMENTAL QU
STORM WATER & GENERAL PERMITS TEAM
MC-228
P. O. BOX 13087
AUSTIN TX 78711-3087

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **SYLVIA ROCHA**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	LICENSE RENEWAL FOR OSSF DESIGNATED REPRESENTATIVE LICENSE # OS0006937 FOR ELIZARDO RAMOS	111.00	111.00
		Account No	Encumbrance	
			Freight	.00
			Total	111.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-38286 **9. B.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff Department:
Requesting approval to pay 2013 membership dues to FBI LEEDA for Commander Jose Padilla in the amount of $50.00, with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

The Mission of FBI LEEDA (Law Enforcement Executive Development Association) is to advance the science and art of police leadership and management. Develop and disseminate improved administrative and technical practices to meet the needs of law enforcement executives.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition 234534.

Attachments

FBI LEEDA

Requisition #234534

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/17/2013 04:49 PM
Budget & Management	Angela Garcia	04/23/2013 09:00 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Myra Montoya Started On: 04/17/2013 04:33 PM

Final Approval Date: 04/26/2013

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JOSE PADILLA, do hereby state that membership in the _____ FBI - LEEDA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that FBI - LEEDA is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 4-11-13
TITLE: COMMANDER

Before me Myra M. Montoya, a Notary Public, appeared JOSE PADILLA, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

FBI–LEEDA

Law Enforcement Executive Development Association

Commander Jose Padilla
Hidalgo County Sheriff's Office
PO Box 1228
Ediburg, TX 78542

Invoice #: 9795-13

FBI – LEEDA DUES INVOICE – 2013

Renewal notices were sent by email in November and January. We have not received your dues to date. Please remit by March 31 to keep your membership current. Make the appropriate changes to your profile where necessary below. PLEASE RETURN THIS INVOICE WITH CORRECTIONS, if any, along with your annual dues, to the FBI – LEEDA office.

Membership Number:	9795
Name:	Jose Padilla
Title:	Commander
Agency:	Hidalgo County Sheriff's Office
Mailing Address:	PO Box 1228 Ediburg, TX 78542
Agency Telephone:	956-383-8114
Email:	jose.padilla@hidalgoso.org

(If your email is not listed above, or is incorrect, please correct as future dues notices will be sent via email.)

2013 Annual Dues: $50.00 USD (due by March 31, 2013)

Please make check payable to FBI – LEEDA and include Invoice #: 9795-13 on check

Mail Check and Invoice to:

FBI – LEEDA
5 Great Valley Parkway – Suite 125
Malvern, PA 19355
Tel: 877-772-7712 • Fax: 610-644-3193 • Email: lweber@fbileeda.org

You can renew your membership on-line at
www.fbileeda.org – VISA or MASTERCARD accepted

Requisition Inquiry - FOINQ01A 8/21/12 10:20 pm

Requisition No 00234534
Po No
Date Entered 04-08-2013
Status Needs Approval by LAW

Vendor FBI - LEEDA
Address 5 GREAT VALLEY PARKWAY, SUITE 125
MALVERN PA 19355

Owner MMONTOYA

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	2013 MEMBERSHIP DUES FOR COMMANDER JOE PADILLA	50.0000	50.00

Total **50.00**

Account Number	Description	Account Balance	Amount
3-1100-421-00-280-001-0-810	SHERIFF-DUES & MEMBERSHIPS	3,025.00	50.00

AI-38253 **10. A.**

CC CONSENT

Meeting Date: 04/30/2013

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

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the City of Mercedes and one (1) applicant in the City of San Juan under the HOME Owner-Occupied Housing Rehabilitation Program.

BACKGROUND

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

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Linda & Israel Ortega Loan - 60% Deferred Loan – 40%Reconstruction	ME 50-11-04	MercedesPrecinct #1	HOME 2011	All of Lot 10, Block 11, Garden Park Subdivision, an addition to the City of Mercedes Hidalgo County Texas
Maria S. Martinez Deferred Loan – Elderly Reconstruction	SJ 75-11-02	San JuanPrecinct # 2	CDBG 2010	All of Lot90, Sioux Terrace South PH ISubdivision city of San Juan, Hidalgo CountyTexas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2011 and CDBG 2010 Budget. The Urban County Program staff recommends approval of applicant's.

Attachments

Backup (Ortega)

Backup (Martinez)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/16/2013 02:36 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Mary Flores Started On: 04/16/2013 10:25 AM

Final Approval Date: 04/26/2013

Housing Rehab Program

ENTITY: City of Mercedes

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

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since July 2006, and has met all of the program requirements for assistance under the HOME Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

Linda & Israel Ortega Sr.
ME #50-11-04

Family of three (3)
Applicant's age is 48, spouse age is 55 and son age is 19

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	Yes – 60% payback & 40 % Deferred
Number of Bedrooms:	3
Square Feet:	1130
Total annual household income:	$ 24,492.76
HUD Income Limits (family of 3):	$ 36,400.00

Partial pay back due to additional 1 bedroom

Existing Dwelling: 2 bedrooms frame home, built in 1968

RECOMMENDATION:

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

Housing Rehab Program

ENTITY: City of San Juan

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

FUNDING YEAR: CDBG 2010

SYNOPSIS:

The case is being submitted for applicant approval by the County Commissioner's Court. The applicant has been referred by the Precinct #2, and has met all of the program requirements for assistance under the HOME Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project.

Maria S. Martinez
SJ #75-11-02

Family of three (3)
Applicant's age is 73 and granddaughter's ages are 23 & 21

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$24.97
Debt to Income Ratio:	24%
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	3
Square Feet:	1124
Total annual household income:	$ 23,441.53
HUD Income Limits (family of 3):	$ 36,400.00

Deferred Loan-Elderly

Partial pay back due to additional 1 bedroom

Existing Dwelling: 3 bedrooms frame home, built in 1925.

RECOMMENDATION:

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

AI-38382 **11. A.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured (2202)
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of April 1-15, 2013 in the amount of $ 54,616.99 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Organization

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/24/2013 02:42 PM
Olga Garza	Olga Garza	04/25/2013 04:33 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Flora Vazquez Started On: 04/24/2013 08:59 AM

Final Approval Date: 04/26/2013

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

April 16, 2013

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

L HIDAL.WC1
Invoice Number: 91410

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 4/1-4/15/13 (Check#513491-513616) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	54,616.99
TOTAL CURRENT CHARGES	$ 54,616.99
Previous Balance Due	$ 74,782.44

Payments and Credits

04/08/13	Payment received - thank you	48,535.28CR
	Total Payments and Credits	$ 48,535.28CR
	Total Balance Due	$ 80,864.15

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 4/1-4/15/13

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Drainage District #1										
					Alternate Organization 1 Total: 1					51.70
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total: 52					3,480.54
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total: 189					51,084.75
					Grand Total: 242					54,616.99

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: April 1-15, 2013 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 54,616.99 .

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

Losses Paid for Period: 04/01-15/2013

(Check# 513491-513616)

1). Hidalgo County	$ 51,084.75	
2). Hidalgo County Headstart Program	$ 3,480.54	
3). Community Service Agency		
4). Drainage District #1	$ 51.70	$ 54,616.99

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of April 30, 2013 .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: $ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 95,383.01

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

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Employee Benefits Director — Date: 04-24-13

Budget Officer — Date: 04-24-2013

APPROVED BY
COMMISSIONERS' COURT
ON: _____

Commissioners Court Approval — Date

AI-38116 **11. B.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $783,010.69 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 04/01/13 to 04/12/13.

04/01-05/13	$306,855.73
04/06-12/13	$476,154.96
TOTAL	$783,010.69

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 4/1-5/13

BCBS 4/6-12/13

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/19/2013 03:44 PM
Olga Garza	Olga Garza	04/25/2013 01:53 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Angelica M. Tapia Started On: 04/09/2013

Final Approval Date: 04/26/2013

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **04/01/2013 to 04/05/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	218,003.89
0002-0012	HEAD START	$	35,075.91
0003-0013	APPRAISAL DISTRICT	$	21,278.14
0004-0014	COMMUNITY SERVICE AGENCY	$	5,606.27
0005-0015	DRAINAGE DISTRICT NO.1	$	14,531.36
0006-0016	RETIREES	$	10,714.49
9001-9002	COBRA	$	1,758.15
	STOP LOSS	$	(112.48)
	TOTAL	$	306,855.73

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **04/06/2013 to 04/12/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	371,507.84
0002-0012	HEAD START	$	58,832.12
0003-0013	APPRAISAL DISTRICT	$	10,269.65
0004-0014	COMMUNITY SERVICE AGENCY	$	720.68
0005-0015	DRAINAGE DISTRICT NO.1	$	26,116.42
0006-0016	RETIREES	$	7,699.01
9001-9002	COBRA	$	1,009.24
	STOP LOSS	$	-
	TOTAL	$	476,154.96



BlueCross BlueShield of Texas

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 04/01/2013 - 04/05/2013 Process Date: 04/05/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 04/01/2013 - 04/05/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$218,003.89	$218,003.89	$48,325.77	$0.00	$169,678.12	2,143
TX433	01	002	HEAD START	$35,075.91	$35,075.91	$8,678.80	$0.00	$26,397.11	476
TX433	01	003	APPRAISAL DISTRICT	$21,278.14	$21,278.14	$6,990.79	$0.00	$14,287.35	127
TX433	01	004	COMMUNITY SERVICE	$5,606.27	$5,606.27	$4,537.85	$0.00	$1,068.42	29
TX433	01	005	DRAINAGE DISTRICT	$14,531.36	$14,531.36	$2,355.75	$0.00	$12,175.61	75
TX433	01	006	RETIREES	$10,714.49	$10,714.49	$6,604.79	$0.00	$4,109.70	59
TX433	01	007	COBRA	$1,758.15	$1,758.15	$222.97	$0.00	$1,535.18	28
			STOPLOSS	($112.48)	($112.48)	$0.00	$0.00	$0.00	0
			Customer Total Claims	$306,968.21	$306,968.21	$77,716.72	$0.00	$229,251.49	2,937
			STOPLOSS Total	($112.48)	($112.48)	$0.00	$0.00	$0.00	0
			Customer Grand Total	$306,855.73	$306,855.73	$77,716.72	$0.00	$229,251.49	2,937

BlueCross BlueShield of Texas

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 04/06/2013 - 04/12/2013 Process Date: 04/12/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 04/06/2013 - 04/12/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$589,511.73	$371,507.84	$54,245.16	$0.00	$317,262.68	2,483
TX433	01	002	HEAD START	$93,908.03	$58,832.12	$8,212.04	$0.00	$50,620.08	620
TX433	01	003	APPRAISAL DISTRICT	$31,547.79	$10,269.65	$4,426.29	$0.00	$5,843.36	92
TX433	01	004	COMMUNITY SERVICE	$6,326.95	$720.68	$0.00	$0.00	$720.68	25
TX433	01	005	DRAINAGE DISTRICT	$40,647.78	$26,116.42	$2,193.60	$0.00	$23,922.82	74
TX433	01	006	RETIREES	$18,413.50	$7,699.01	$2,208.10	$0.00	$5,490.91	69
TX433	01	007	COBRA	$2,767.39	$1,009.24	$257.07	$0.00	$752.17	12
			STOPLOSS	($112.48)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$783,123.17	$476,154.96	$71,542.26	$0.00	$404,612.70	3,375
			STOPLOSS Total	($112.48)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$783,010.69	$476,154.96	$71,542.26	$0.00	$404,612.70	3,375

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

FOR THE PERIOD OF **April 1, 2013 thru April 12, 2013**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$783,010.69**.

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

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 04/01/2013 to 04/12/2013 is $783,010.69.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of April 30, 2013.

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

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

Flora Vazquez el — 04-19-13
Employee Benefits Director — Date

04/12/2013
Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

AI-38179 **12. A.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: County Auditor & Budget Office Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the sixty (60) day extension option as provided under the current contract between Hidalgo County and Lewis & Ellis, Inc. for " Actuarial Consulting Services for Part I- GASB 43 and /or 45 OPEB Valuation Analysis and Part II- Health Benefits Reserve Analysis" under the same rates, terms and conditions for contract number (E-12-178-06-02).

BACKGROUND

Extension effective as of July 20, 2013 thru September 17, 2013.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-2201-415-00-115-009-0-311

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

BUDGETARY IMPACT:

PO# 688563 available balance as of 4-19-13 $20,670
Account available balance $38,483.06

Attachments

Email-Dept Approval

memo signed

Ins.

Current Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/18/2013 05:17 PM
Budget & Management	Angela Garcia	04/19/2013 08:07 AM
Manuel Chapa	Manuel Chapa	04/19/2013 03:27 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Gricelda Villarreal Started On: 04/11/2013 11:09 AM

Final Approval Date: 04/26/2013

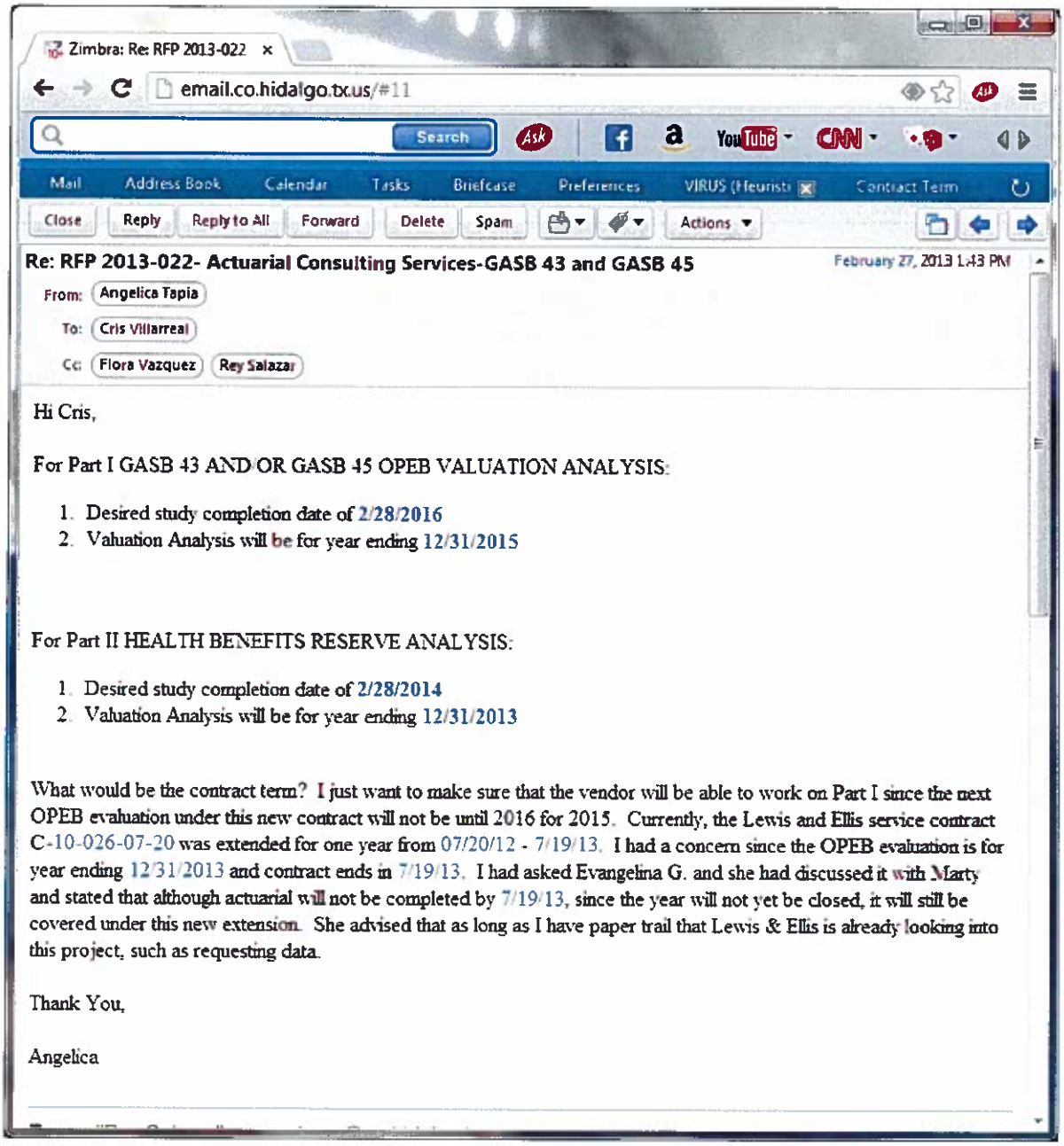
Zimbra **cris.ayala@co.hidalgo.tx.us**

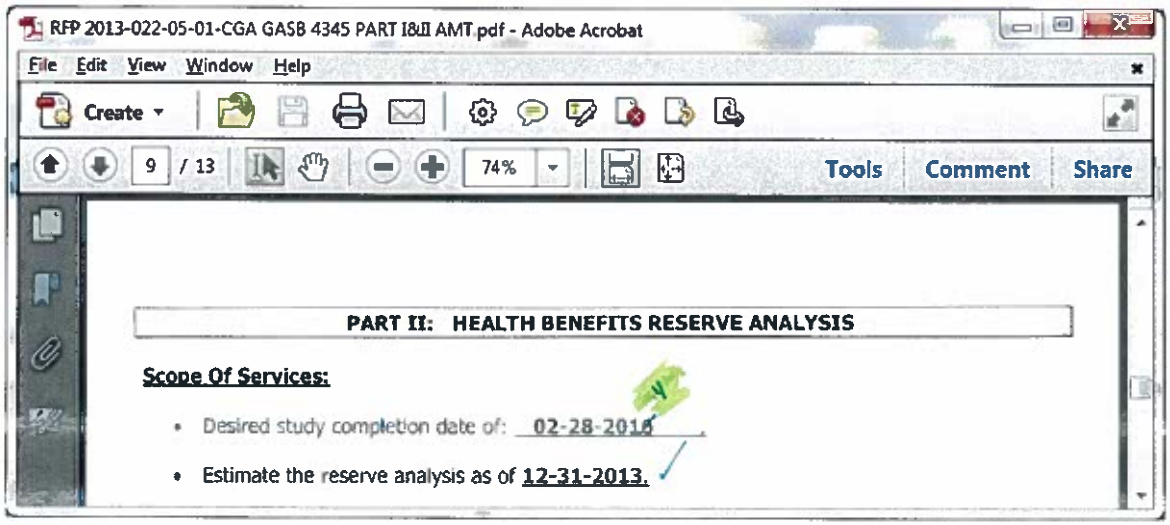
Re: Contract Term for Actuarial Consulting Services for GASB 43 and 45

From : Angelica Tapia <angelica.tapia@co.hidalgo.tx.us> Thu, Apr 11, 2013 01:13 PM
Subject : Re: Contract Term for Actuarial Consulting Services for GASB 43 and 45 6 attachments
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>
Cc : Flora Vazquez <flora.vazquez@co.hidalgo.tx.us>, Rey Salazar <rey.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, sergio cruz <sergio.cruz@co.hidalgo.tx.us>

Hi Chris,

As per our discussions this morning, please make this new contract under Term #2. There is no need to change any dates as the dates previously specified on 2/27/13 for the reports remained the same.





Thank You,

Angelica

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Flora Vazquez" <flora.vazquez@co.hidalgo.tx.us>, "Angelica Tapia" <angelica.tapia@co.hidalgo.tx.us>
Cc: "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, April 9, 2013 3:34:27 PM
Subject: Contract Term for Actuarial Consulting Services for GASB 43 and 45

Flora,
I discussed with Ms. Marty the suggestion Angelica had regarding the contract term for the new proposals currently ongoing in reference to the above referenced subject. We discussed a couple of options as follows:
Term #1: Becomes effective date upon approval of executed contract with an ending date of December 31. 2014, with option to renew two (2) additional one (1) year options;

Term #2: Request a sixty (60) day extension under the current contract which would extend the termination date from July 20, 2013 thru Sept. 17, 2013. This would leave a gap without a contract from through out Dec. 31, 2013. (Keep in mind this is only if you do not require any services during this time.) Thereafter, we can make the new awarded contract term effective on January 1, 2014 thru December 31, 2016, with the option to renew one (1) additional year.

Please advise as to which term you would like to proceed with and make the proper changes regarding dates on the requirements/specifications where applicable.

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



1365699020886
168 KB

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

April 12, 2013

Bonnie Albritton, FSA MAAA
Lewis & Ellis Inc. Actuaries & Consultants
2929 N. Central Expwy #200
Richardson, Texas 75080

Via Email: balbritton@lewisellis.com

Re: Sixty (60) Day Extension for Service Contract: E-12-178-06-26-Acturarial Studies For GASB 43 and
45-Health Reserves

Dear Ms. Albritton:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise a sixty (60) day extension as provided in the current contract under the same rates, terms and conditions.

Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, April 23, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **4:00 p.m., Tuesday, April 16, 2013 or sooner,** via facsimile to (956) 956-292-7612 or email to: cris.ayala@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Bonnie Albritton Date: 4/16/2013

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification) if applicable.

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,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

Client#: 4532 LEWIS&ELL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/2013

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:	
Querbes & Nelson 214 Milam Street P. O. Box 5 Shreveport, LA 71161-0005	PHONE (A/C, No, Ext): 318 221-5241	FAX (A/C, No): 3184290599
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lewis & Ellis, Inc.
P.O. Box 851857
Richardson, TX 75085-1857

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		35305038WUC	09/15/2012	09/15/2013	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
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	X		1073188635	09/15/2012	09/15/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR	X		79662636WUC	09/15/2012	09/15/2013	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0871609173	09/15/2012	09/15/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Supplemental Name **

First Supplemental Name applies to all policies - Lewis & Ellis, Inc.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S. Hwy. Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chas M Mellon

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2013

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:	
Sleeper Sewell Insurance Services, Inc. 12400 Coit Road, Suite 1100 Dallas TX 75251-2039	PHONE (A/C, No, Ext): (972) 419-7500	FAX (A/C, No): (972) 419-7555
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Lewis & Ellis Inc
2929 N. Central Exwy #200

Richardson TX 75080

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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			MPP003588901	10/1/2012	10/1/2013	$3,000,000 Limit Ea Claim $3,000,000 Policy Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S Hwy Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Von Breaux/BECKY

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

E-12-178-06-26

May 31, 2012

Bonnie Albritton, FSA MAAA
Lewis & Ellis Inc. Actuaries & Consultants
2929 N. Central Expwy #200
Richardson, Texas 75080

Via Email: balbritton@lewisellis.com

Re: Renewal: C-10-026-07-20-Acturarial Studies For GASB 43 and 45-Health Reserves

Dear Ms. Albritton:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise extend the term for one (1) additional year as provided in the contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, June 19, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, June 5, 2012**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Bonnie Albritton Date: 5/31/2012

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification) if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-026-07-20

THIS CONTRACT is made and entered into this **20th Day of July, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Lewis & Ellis, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Actuarial Consulting Services For Part I-GASB 43 and/or 45 OPEB Valuation Analysis and Part II-Health Benefits Reserve Analysis"** the ("Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" ("Vendor's Proposal") respectively, and incorporated herein for all purposes (the "RFP Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **July 20, 2010** and ending on **July 19, 2012.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or

authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship,that County has no supervision of the performance of the Services provided

by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Lewis & Ellis, Inc.** **Attn: Bonnie Albritton,** **Vice-President/Principal** **2929 N. Central Expwy #200** **Richardson, Texas 75080**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Lewis & Ellis, Inc.

By: Bonnie Albritton

Printed Name: Bonnie Albritton

Title: Vice President & Principal

APPROVED BY COMMISSIONES COURT: **July 20, 2010**

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County
Actuarial Consulting Services
for
Part I- GASB 43 and/or 45 OPEB Valuation Analysis
Part II- Health Benefits Reserve Analysis
RFP: 2010-026-05-12-SMA

OVERVIEW:
Hidalgo County is requesting sealed proposals from interested and qualified firms for **Actuarial Consulting Services-Part I: GASB 43 and/or 45 OPEB Valuation Analysis** for Hidalgo County's Post-Employment Benefits Package (OPEB) for ***Health Benefits*** for "Retired Employees" And **Part II: Health Benefits Reserve Analysis** for and Funding Projection Study as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday May 12 , 2010. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP No: 2010-026-05-12-SMA

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposal:

SECTION I
GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO. sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, Wednesday, May 05, 2010 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, Friday, May 07, 2010 by 5:00 P.M. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **EXHIBIT D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit "E"**) certifying that the submission is: (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:

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

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department **WILL NOT** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:

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

SIGNING OF PROPOSAL:

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

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

The contract will be for a period of two (2) years with the county's option to renew for an additional one (1) year, at the same rates, terms and conditions. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

All costs and expenses associated with the preparation and submission for (bid, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed on onto Hidalgo County.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. (If applicable)

PARCTICIPANTS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated after the ranking by Commissioners' Court of the most qualified firm. Hidalgo County is hereby requesting the proposal fees on a multi-year per section basis (including renewal option at the County's sole discretion.

SECTION II
RFP's REQUIREMENTS

REQUEST FOR PROPOSALS
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:
A total of one (1) original and seven (7) copies response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281 New Administration Building, Edinburg, Texas 78539 by **no later than 9:30 a.m. on Wednesday, MAY 12, 2010.**

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

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed if applicable for the services being requested in the RFP and/or do business in the State of Texas, that has experience in, but not limited to, as stated and reflected in the ***"Scope of Services and Requirements".***

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc. The **Proposer(s) should add copies of their Professional Liability Insurance in the response.**

PROJECT OVERVIEW:
The County of Hidalgo is seeking this request for proposal from interested and qualified firms to assist in implementing Consulting Services for **Part I: GASB 43 and/or 45 OPEB Valuation Analysis** for Hidalgo County's Other Post-Employment Benefits Package (OPEB) for ***Health Benefits*** for "Retired Employees". There are approximately __30__ retired employees; only about __30__ retired employees, of which are utilizing the County's health benefits with a blended premium rate payment plan and **Part II: To include services for the Health Benefits Reserve Analysis** for Funding Projection Study.

The County of Hidalgo is seeking this request for proposal from interested and qualified firms to assist in implementing Consulting Services for **Part I: GASB 43 and/or 45 OPEB Valuation Analysis** and **Part II: Health Benefits Reserve Analysis** Any information required for the actuarial services will be provided on **"An As Needed Basis"**. The qualified firm(s) is one that can deliver the services requested in an efficient and effective manner while ensuring the highest standards of performance, integrity, customer service and fiscal accountability. The County of Hidalgo wishes to contract with a firm(s) that understands the importance of the tasks, the impact, and the necessary deadline for such implementation as required by the "Government Accounting Standards Board". The successful firm(s) will demonstrate the ability to consistently provide these services to the County of Hidalgo and will be evaluated, in part, by the degree to which the firm(s) shows how it will achieve these benefits.

SCOPE OF SERVICES:

Hidalgo County is requesting proposals from experienced firm(s) to provide ongoing Consulting Services for the Actuarial Studies/Services regarding for **Part I: GASB 43 and/or 45 OPEB Valuation Analysis** and **Part II: Health Benefits Reserve Analysis. (Refer to Exhibit "A"-ADDITIONAL SPECIFICATIONS/REQUIREMENTS)**

PART III
SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the Request for Proposals (RFP's) received.

B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

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

RATING AND EVALUATION PROPOSALS

Proposals will be evaluated and rated for merit, innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

1.	Firm's Qualifications and Staffing of Project Team	10 Points
2.	Understanding Of Project/Similar Projects	40 Points
3.	Experience Of Project Team/Ability To Commit Resources	40 Points
4.	Cost Fees	10 points
	Total	100 points

NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

TERMINATION OF SERVICES:

Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation.

EXHIBIT "A"

ADDITIONAL SPECIFICATIONS/REQUIREMENTS
Hidalgo County
Actuarial Consulting Services for
Part I: GASB 43 and/or 45 OPEB Valuation Analysis
Part II: Health Benefits Reserve Analysis
RFP No.: 2010-026-05-12-SMA

PART I: GASB 43 AND/OR 45 OPEB VALUATION ANALYSIS

SCOPE OF SERVICES:

- Desired study completion date of : **February 28, 2012**
- Valuation Analysis will be for year ending: **December 31, 2011**
- Prepare an actuarial evaluation following GASB 43 and GASB 45 standards.
- The following must be included in the study as follows:
  - The actuarial present value of total projected benefits.
  - Actuarial accrued liability.
  - Actuarial value of assets.
  - The unfunded actuarial accrued liability.
  - Normal Cost
  - Annual required contribution of the employer-as a level dollar amount and as a level percentage of covered payroll.
  - Net OPEB obligation (for employer disclosure under GASB statement 45 if necessary).
  - Prepare the necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.
  - Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this.
  - Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability.
  - Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
  - Prepare a cash flow analysis (the "pay-as-you-go-cost"). **(optional)**
  - Prepare sensitivity analysis showing the impact of alternative assumptions on the employer's contributions (healthcare trend rates and investment rate assumptions) - **(optional)**
  - If there is not a trust established, determine the difference in liability based upon the investment returns under a diversified portfolio versus a short-term fixed income portfolio. **(optional)**
  - As appropriate, provide recommendations on managing the OPEB liability. This may include changes in plan design. **(optional)**
  - As appropriate, review and update plan documents and design. Make recommendations as to formalizing informal plans. **(optional)**

- Analyze the ***data*** to ***assess*** any inconsistencies and make recommendations for enhancing ***data*** quality.
- Firm will be required to make a formal presentation of the "Actuarial Study" to Hidalgo County Commissioners Court

COUNTY PROVIDED DATA:

- Summary of plan provisions
- Active employee/retiree information
- Retiree contribution schedule
- Employer contribution schedule
- Claims information
- Groups not covered by Medicare – if any
- Additional information as available or requested

PART II: HEALTH BENEFITS RESERVE ANALYSIS

Scope Of Services:

- Desired study completion date of: **February 28, 2011**
- Estimate the reserve analysis as of **December 31, 2010.**
- Review Hidalgo County's (County) self funded medical plan to determine reserve balances.
  - Based on claims analysis, determine the Hidalgo Count's (County) estimated range of reserve liability for the medical benefit plan.
  - Estimate the unpaid claim liability of Hidalgo County's (County) self funded medical plan for health claims that have been incurred but not paid as of December 31, 2010.
  - Prepare a written actuarial analysis of claim liability for the entire plan broken out by employee group and plan.
  - Prepare a forecast of the number of expected claims, estimate the value of expected payments, develop overall trend and insurance inflation factors, estimate the lag in reporting incurred claims and estimate the lag in payment of claims.
  - Provide spreadsheet of incurred claim liability.
  - Summarize the results of our claim reserve analysis showing monthly paid and incurred claims.
  - Summarize paid claims, estimated incurred claims, and recast reserves by month, including the resulting reserve liability as of December 31, 2010.
  - Provide analysis detailing the claims lag.
  - Provide analysis detailing the average liability per employee

COUNTY PROVIDED DATA:

- Claims lag reports
- Count of eligible employees, employees by tier (single, employee and spouse, etc.).
- List of stop recoveries
- Additional information as available or requested

INFORMATION ABOUT THE FIRM(s):

1. The firm should provide its name, address of the office which would provide the services requested, telephone number, fax, e-mail address and website, if applicable.
2. The firm should provide a general description of its business, including size, number of employees, number of credentialed actuaries, primary business, other business or services offered and review any past or contemplated changes in the ownership structure of the firm.
3. The supervising actuary who will be assigned to the engagement should be identified and their contact information provided.
4. Other actuaries and other personnel who will have key roles in the work should also be identified.
5. The firm should list the number and percent of consulting staff that have left each of the past five years.
6. Brief resumes should be furnished for the key professional staff who will be assigned to this engagement. Summary information should be provided covering the professional qualifications and experience of the supervising and support actuaries and other personnel who would perform the requested work.
7. The ***firm*** should provide a description of its experience in providing actuarial and consulting services for governmental entities/plans and a list of governmental entities/plans for which it has performed services similar to those identified under "Scope of Services". Describe the ***firm's*** experience with retiree healthcare and other post-employment benefit plans for other public entities. Recognizing the value of the firm experience with FASB OPEB valuations, ***firm*** should also describe their private sector OPEB valuation experience.
8. For the ***firm*** office that will be responsible for the work, the ***firm*** should provide a list of the most significant engagements performed in the laws five years that are similar to the engagement described in this request for proposal/qualifications. The list of engagements can be both in the private or public sector but must be clearly labeled as such.
9. For the engagements listed above, indicate the scope of the work, date, supervising actuaries, and the name and telephone number of the principal client contact who would serve as a reference for the ***firm***.
10. The ***firm*** should list any clients that have been lost in the last five years.
11. The ***firm*** should provide an affirmative statement that is independent of the governmental entity/plan and that it is unaware of any potential conflicts of interest if it were selected to perform the requested work.
12. The ***firm*** should describe any limits on liability that the firm requests from its clients due to negligence of its firm.
13. The ***firm*** should warrant that the ***firm*** maintains errors and omissions insurance that provides a prudent amount of coverage for negligent acts or omissions and that its coverage is applicable to the work requested in this proposal.
14. The ***firm*** should include an example of a job arrangement letter or contract that the ***firm*** would require covering this engagement if it were successful in winning the engagement.
15. The response to the "Request for Proposal" should be signed by a representative of the ***firm*** with the acknowledgement that this individual is authorized to contractually bind the firm.
16. The ***firm*** should indicate if there are any pending legal actions against it.

PROCESS:

- Approach-State the overall approach of the valuation, including objectives, scope of work to be performed and the methodologies to be used.

- Describe how the firm will work with "Hidalgo County" to determine the proper actuarial cost method, actuarial asset valuation method, amortization method and key assumptions to the valuation based on relevant accounting and actuarial standards. Some key assumptions (not all of them applicable) to consider as part of this discussion are:

    - Turnover
    - Retirement Age
    - Disability retirement age
    - Mortality
    - Projected salary increase
    - Inflation rate
    - Healthcare cost trend data for appropriate region
    - Amortization timeframe
    - Investment return
    - Post retirement benefit changes
    - Actuarial assumptions associated with the method (projected unit credit, entry age normal, etc.)

- Provide an analysis of allowed actuarial methods and amortization methods with the pros and cons of each method and recommend the most appropriate or commonly used one or two methods for this type of study.

- Describe how the firm would assist in the interpretation of the plan and value the associated costs in situations where there is ambiguity related to the substantive plan.

- Timeline-The firm will identify the major tasks in the valuation engagement and the suggested timeline for completion.

- Date Requirements – The actuarial firm should list all data requirements, other than what has been identified in the RFP, that they require to complete the valuation and in what type of format that data must be provided.

- Support – Provide the support that is required of Hidalgo County' staff.

- Sample Report – Include in the Appendix of the firm's response a copy of a sample report.

COST AND TERMS OF AGREEMENT:

- Cost Proposal – The firm will provide the cost of the engagement detailing out the cost of the valuation and any optional consulting services included in the scope of services. The proposal should include estimated hours, hourly rates and expenses, as well as a total, not-to-exceed cost that should be clear and concise.

- Costs for the any of the services indicated as **"optional"** in the Scope of Services section of this document should be requested as separate from the cost of the valuation as these services can be expensive.

- Terms of Agreement - The contract will be for a period of two (2) years with the county's option to renew for an additional one (1) year, at the same rates, terms and conditions. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

PROPOSAL QUESTIONS

The purpose of this RFP is to demonstrate the qualifications, competence and capability of the proposer(s). The substance of the proposer(s) will carry more weigh than form or manner of presentation. Preparation of your response should be simple and economical, providing a straightforward, concise description of your ability to provide the services requested. The response should include the following, preferably in the order listed:

- What is the basis of compensation for your services (flat fee, time plus expense, etc.)?

- What is your estimate for the total cost of the actuarial study? If your basis for compensation is "time plus expenses", please detail all anticipated expenses (clerical, travel, etc.). The cost for any optional work should be identified separately and presented for approval before any optional work is to proceed.
- To what degree or percent of accuracy will you guarantee your total cost estimate?
- Will you be able to meet the timeline? If not, provide your estimated date for report completion. Are any additional fees being charged in order to meet this timeline?
- A brief history and description of the firm, including a statement of the firm's qualifications to perform the requested services.
- List at least five Texas public entities, preferably County Entities, that you have performed a GASB 43 and 45 actuarial studies for in the last five year. Include the name of the entity, a contact person and phone number, as well as a description of the work performed.
- Identify the key personnel within your firm who will be responsible for the completion of this assignment. Include the professional qualifications and experience of these key individuals; specifically their experience with Texas Governmental Entities and GASB 43 and 45 liability calculations.
- List any exceptions you have with the proposed RFP/Q and Scope of Work as well as a description of any proposed work that differs from that described.
- List all data and information that will be required to be assembled by Hidalgo County in order to complete the actuarial study.
- Define the most important qualification your firm can bring to Hidalgo County.

The undersigned hereby certified that he/she understands the specifications/requirements and has read the document in it's entirely, affirms the list of qualifications is true and correct, and is duly authorized to execute this response. The following information must be filled out in it's entirely for your proposal to be considered.

Company's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone No.: _____ Fax No.: _____

Signature of Authorized Representative: _____

Printed Name: _____ Title: _____

Email Address: _____

Date: _____

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: Bonnie Albritton, FSA MAAA
Lewis & Ellis, Inc.
via email: balbritton@lewisellis.com

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Department
Attn: Sandra Montalvo

DATE: June 24, 2010

RE: **Negotiation for –"Hidalgo County** "Actuarial Consulting Services for PART I-GASB 43 and/or 45 VALUATION ANALYSIS PART II-HEALTH BENEFITS RESERVE ANALYSIS"
RFP NO. 2010-026-05-12-SMA

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, June 22, 2010, please be advised that your firm has been selected (ranked number one) to enter into negotiations with County of Hidalgo. Therefore, the County of Hidalgo is respectfully requesting a "Best and Final Offer" on your proposed response you submitted on May 12, 2010.

We request that you submit your "Best and Final Offer" by no later than **10:00 a.m. on Wednesday, June 30, 2010.**

Part I Base # 9,414.50
Options # 6,920.75

Best and Final offer of the proposed contract amount of $ Part II # 3,301.25

Please acknowledge receipt with commitment to submit by deadline and return via e-mail to sandra montalvo@co.hidalgo.tx.us

Signed: Bonnie Albritton **Title:** Vice President & Principal

Printed Name: Bonnie Albritton

V. Costs and Terms of Agreement

Scope of Services

Part I – GASB 43 and/or 45 OPEB Valuation Analysis

We will prepare an actuarial valuation, including the following information, for the year ending December 31, 2011 by the desired completion date of February 28, 2012.

1) Base Valuation Requirements

- The actuarial present value of total projected benefits.
- Actuarial accrued liability.
- Actuarial value of the assets (if applicable).
- Normal cost.
- Annual required contributions of the employer as a level dollar amount and a level percentage of covered payroll.
- Net OPEB obligation (for employer disclosure under GASB statement number 45 if necessary).
- Prepare the necessary materials for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.
- Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this.
- Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability.
- Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.

2) Optional Items

- Option 1 – Prepare a cash flow analysis (the "pay-as-you-go-cost")
- Option 2 – Prepare sensitivity analysis showing the impact of alternative assumptions on the employer's contributions (healthcare trend rates and investment assumptions).
- Option 3 – If there is not a trust established, determine the difference in the liability based upon the investment returns under a diversified portfolio versus a short-term fixed income portfolio)
- Option 4 – As appropriate, provide recommendations on managing the OPEB liability. This may include changes in plan design.
- Option 5 – As appropriate, review and update plan documents and design. Make recommendations as to formalizing informal plans.

V. Costs and Terms of Agreement

Part II – Health Benefit Reserve Analysis

We will prepare an analysis of the health benefit reserves, including the following information, for the year ending December 31, 2010 by the desired completion date of February 28, 2011.

- Based on claims analysis, determine the Hidalgo County's (County) estimated range of reserve liability for the medical benefit plan.
- Estimate the unpaid claim liability of the County's self-funded medical plan for health claims that have been incurred but not paid as of December 31, 2010.
- Prepare a written analysis of claim liability for the entire plan broken out by employee group and plan.
- Prepare a forecast of the number of expected claims, estimate the value of the expected payments, develop overall trend and insurance inflation factors, estimate the lag in reporting incurred claims and estimate the lag in reporting incurred claims and estimate the lag in payment of claims.
- Provide a spreadsheet of the incurred claim liability.
- Summarize the results of our claim reserve analysis showing monthly paid and incurred claims.
- Summarize paid claims, estimated incurred claims, recast reserves by month, including the resulting reserve liability as of December 31, 2010.
- Provide analysis detailing the claims lag.
- Provide analysis detailing the average liability per employee.

Price Quotation

We have developed a maximum "not to exceed" cost for the services outlined above.

Part I – GASB 43 and/or 45OPEB Valuation Analysis	
1) Base valuation	$9,910
2) Option 1 – Cash Flow Analysis	$2,010
3) Option 2 – Sensitivity Analysis	$1,620
4) Option 3 – Investment Return Analysis	$515
5) Option 4 – OPEB Liability Management	$1,570
6) Option 5 – Update Plan Document	$1,570
Part II – Health Benefit Reserve Analysis	$3,475

OPENED
10:25am
MAY 12 2010
Witnessed

These are all-inclusive prices, covering all direct and indirect costs and out-of-pocket expenses.

The following table details the estimated hours and hourly rates, including the not-to-exceed price.

V. Costs and Terms of Agreement

Project Step / Employee Class	Hours	Rate	Total
Data Request Preparation and Review			
Staff Actuaries	1	$235	$235
Staff	1	$120	$120
Set Assumptions			
Project Manager	4	$275	$1,100
Staff Actuaries	2	$235	$470
Staff	2	$120	$240
Model Setup and Testing			
Project Manager	3	$275	$825
Staff Actuaries	4	$235	$940
Staff	8	$120	$960
Consultation with Client			
Project Manager	3	$275	$825
Finalize Assumptions			
Project Manager	2	$275	$550
Initial Report			
Project Manager	3	$275	$825
Staff Actuaries	3	$235	$705
Support Staff	2	$100	$200
Peer Review			
Practice Leader	2	$260	$520
Final report			
Project Manager	3	$275	$825
Staff Actuaries	2	$235	$470
Support Staff	1	$100	$100
Base GASB 45 Valuation	46		$9,910
Project Manager	3	$275	$825
Staff Actuaries	3	$235	$705
Staff	4	$120	$480
Option 1 - Cash Flow Analysis	10		$2,010
Project Manager	2	$275	$550
Staff Actuaries	2	$235	$470
Staff	5	$120	$600
Option 2 - Sensitivity Analysis	9		$1,620
Project Manager	1	$275	$275
Staff Actuaries	0	$235	$0
Staff	2	$120	$240
Option 3 - Investment Return Analysis	4		$515
Project Manager	4	$275	$1,100
Staff Actuaries	2	$235	$470
Staff	0	$120	$0
Option 4 - OPEB Liability Management	6		$1,570
Project Manager	4	$275	$1,100
Staff Actuaries	2	$235	$470
Staff	0	$120	$0
Option 5 - Update Plan Document	6		$1,570
Project Manager	4	$275	$1,100
Staff Actuaries	5	$235	$1,175
Staff	10	$120	$1,200
Health Benefit Reserve Analysis	19		$3,475

V. Costs and Terms of Agreement

On-Site Meeting/Presentation

Our fee for an on-site meeting or presentation will be $1,500.

Additional Services

Any additional services outside of the scope of proposed services shown above, such as supplementary meetings, will be at the hourly rates quoted shown below, plus direct expenses, unless another arrangement is made.

Staff Description	Current Hourly Rates
Project Actuary	$275
Support Actuaries	$235
Staff	$120
Support Staff	$100

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2013

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:	
Sleeper Sewell Insurance Services, Inc. 12400 Coit Road, Suite 1100 Dallas TX 75251-2039	PHONE (A/C, No, Ext): (972) 419-7500	FAX (A/C, No): (972) 419-7555
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Lewis & Ellis Inc
2929 N. Central Exwy #200

Richardson TX 75080

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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			MPP003588901	10/1/2012	10/1/2013	$3,000,000 Limit Ea Claim $3,000,000 Policy Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S Hwy Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Von Breaux/BECKY

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Client#: 4532 LEWIS&ELL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/2013

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:	
Querbes & Nelson 214 Milam Street P. O. Box 5 Shreveport, LA 71161-0005	PHONE (A/C, No, Ext): 318 221-5241	FAX (A/C, No): 3184290599
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lewis & Ellis, Inc.
P.O. Box 851857
Richardson, TX 75085-1857

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		35305038WUC	09/15/2012	09/15/2013	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
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	X		1073188635	09/15/2012	09/15/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR	X		79662636WUC	09/15/2012	09/15/2013	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0871609173	09/15/2012	09/15/2013	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Supplemental Name **

First Supplemental Name applies to all policies - Lewis & Ellis, Inc.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S. Hwy. Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chas M Mellon

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AI-38208 **12. B.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-11-310-01-24, Invoice #3297 for Border Rd. Project in the amount of $4,800.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-063-0-711

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

BUDGETARY IMPACT:

P.O.#682927 - Pending P.O. Increase (see attachments)

Attachments

Invoice No.3297 R. Gutierrez Engineering Corporation

Supplemental Agreement No.1 to Work Authorization No.7

P.O. No.682927 - Increase Request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	04/12/2013 04:00 PM
Olga Garza	Olga Garza	04/25/2013 03:00 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Marcie Jackson Started On: 04/12/2013 09:45 AM

Final Approval Date: 04/26/2013

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm F - 486 • Surveying Firm #101650-00

Invoice Number 3297
Date 3/5/2013
Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: Border Rd (1) ROW Acquisition

Const. Cost
% of Const. Cost
Billing Fee $ 14,400.00

Project No.: ENG11.107
Contract No.: C-11-310-01-24(WA#7)
PO No. 682927

Phase	*Phase Fee*	*% Complete*	*Fee Earned*	*Prior Billing*	*Current Fee*
Boundary Survey Parcels	$ 19,200.00	87.50%	$ 16,800.00	$ 12,000.00	$ 4,800.00

REQ# 224573 P.O.# 682927
3-1200-431-00-122-063-0-711→$4,800.00
PCT2 BORDER RD(MOORE-EL GATO)-ROW

INVOICE RECEIVED BY: ON 3/5/13
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 3/5/13

Balance Due $4,800.00

R. Gutierrez Engineering Corporation

Border Road

Parcel List

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	INVOICE NO.
1	J.O.A. Construction LLC		0.91 ac tract of land out of a 26.63 ac tract out of Lot 7, Blk 30 Alamo Land & Sugar Co. Subd.	3242
2	J.O.A. Construction LLC		0.69 ac tract of land out of a 26.63 ac tract out of Lot 7, Blk 30 Alamo Land & Sugar Co. Subd.	3242
3	Concepcion Becerra, aka Maria Concepcion Becerra, Jose Esparzza Becerra, aka Jose Zaragosa Becerra, aka Jose Z. Becerra		1.49 ac tract of land out of the east 21.46 acs (recorded) out of Lot 15, Blk 34 Alamo Land & Sugar Co. Subd.	3242
4	Carlos Salazar Construction and Development Corporation		2.37 ac tract of land out of the east 95 ft of Road Runner Subd	3233
5	Concepcion Becerra, aka Maria Concepcion Becerra, Jose Esparzza Becerra, aka Jose Zaragosa Becerra, aka Jose Z. Becerra		1.19 ac tract of land out of the east 21.46 acs (recorded) out of Lot 15, Blk 34 Alamo Land & Sugar Co. Subd.	3242
6	Josephine Becerra & Josephine Cortez		1.26 ac tract of land out of 17.56 acres out of Lot 10 Blk 34 Alamo Land & Sugar Co. Subd.	3297
7	Josephine Becerra & Josephine Cortez		0.825 ac tract of land out of the East 17.56 acres out of Lot 10 Blk 34 Alamo Land & Sugar Co. Subd.	3297

R. Gutierrez Engineering Corporation
Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

March 5, 2013

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Border Road ROW Acquisition (Part 1) – Invoice
ENG11.107

Dear Commissioner Palacios:

Enclosed is an invoice for the boundary survey parcel(s) completed to date on this project. This project is billed on a per parcel basis. We have completed and submitted seven (7) parcels to your Right-of-Way Department.

If you have any questions, please call Ramiro or myself at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

130 E. Park Avenue – Pharr, Texas 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – Email: jaime@rgec.net

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Border Road ROW Acquisition - Part 1
PROJECT NO.: ENG11.107
DATE: March 5, 2013

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	X PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	3/5/2013	Cover Letter
1	3/5/2013	Invoice 3297

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
MAR 05 2013

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgec.net

Purchase Order

COUNTY OF HIDALGO

PO#: 682927

DATE: 10/24/12

VENDOR: 234443 REQ:00224573 Cancelled 01-23-13
FAX (956)782-2558 Email: BUYER:
Phone:(956)782-2557 SHIP TO: HIDALGO CO. PCT 2
R. GUTIERREZ ENGINEERING CORPORATION 300 WEST HALL ACRES, SUITE G
130 E. PARK PHARR TX 78577
PHARR TX 78577
Vendor Acct:

CONTACT:
SITE: COMMISSIONER, PRECINCT 2
Special Instructions: Contract No: #C-11-310-01-24
REQ. #0526

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		
		APPROVED THRU C.C. ON 10/23/2012		
		BORDER ROAD (MOORE - EL GATO RD) PROJECT		
		GASB SECTION B ROAD #1455		
		* WORK AUTHORIZATION NO.7 APPROVED ON CC 10/23/2012 #AI-34699 (pending CC approval)		
1	EACH	CC PROFESSIONAL ENGINEERING & SURVEYING SERVICES FOR ACQUIRING RIGHT-OF-WAY FOR BORDER ROAD PROJECT. BLANKET PO SERVICES FOR ACQUIRING ROW FOR ROAD PROJECT	14,400.00	14,400.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		14,400.00

****

For Hidalgo County use only

2-1200-431-00-122-063-0-711 14,400.00

Approved

RECEIVED
OCT 29 2012
EC

ENTERED 10/30/12

Authorized by: Martha L. Salazar

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 7
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. 7 to Contract No. C-11-310-01-24, on the 23rd day of October 2012, to provide professional engineering and surveying services for use in acquiring right-of-way along Border Road with limits from El Gato Road to ¼ mile north of Moore Road; and

WHEREAS, in Work Authorization No. 7, the estimated number of parcels are 6 and the estimated cost for services are $14,400.00, it has now become necessary to revise the estimated number of parcels and the estimated cost; and

WHEREAS, in Work Authorization No. 7, the limits of the project are from El Gato Road to ¼ mile north of Moore Road, it has now become necessary to revise the limits of the project;

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. 7 as follows:

1. The estimated number of parcels is 8.

2. The estimated cost for services under this Work Authorization is $19,200.00.

3. The limits of the project are from El Gato Road to Ridge Road.

4. 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. 7, for Professional Engineering Services to be executed as of the 05th day of March 2013.

ENGINEER:
R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:
COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/5/13

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Proposed Fee

TASK	COST
Boundary Survey Services Fee	
BOUNDARY SURVEY (Est. 8 Parcels @ $2,400 per Parcel)	$19,200
TOTAL (Suveying Services Fee)	**$19,200**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $2,400 per parcel.

R. Gutierrez Engineering Corporation
Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

February 13, 2013

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Supplemental Agreement No. 1 – Border Road ROW Acquisition
Project No. ENG11.107

Dear Commissioner Palacios:

We were requested to provide 3 additional parcels for the above referenced project. We had estimated 6 parcels on the original work authorization of which 5 have been completed. Therefore, we are submitting a proposed Supplemental Agreement No. 1 to increase the number of parcels by 2. This increase along with the remaining parcel from the original work authorization will cover the 3 additional parcels being requested. This Supplemental Agreement No. 1 is also revising the limits of the project. The limits were from El Gato Road to ¼ mile north of Moore Road. The new limits extend the project from El Gato Road to Ridge Road.

Enclosed are two original signature copies of the proposed Supplemental Agreement No. 1 to Work Authorization No. 7 of the 2011 Road & Bridge Contract. If this Supplemental Agreement No. 1 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

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Comm. Palacios

FROM: Ramiro Gutierrez

SUBJECT: Border Road ROW Acquisition

PROJECT NO.: Eng11.107

DATE: 2/26/13

WE ARE SENDING YOU X ATTACHED __ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

__ BLUEPRINTS	__ PLANS	__ SHOP DRAWINGS	__ CD
__ CHANGE ORDER	__ SAMPLES	__ PAYMENT REQUEST	__ OTHER: INVOICE
__ BID TABULATION	X CONTRACT DOCUMENTS	__ RECORD DRAWINGS	__ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
2	-	S.A. #1
1	2/13	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

__ FOR BIDS DUE	__ APPROVED AS NOTED	__ FOR YOUR RECORDS
X FOR APPROVAL	__ APPROVED AS SUBMITTED	__ FOR YOUR ACKNOWLEDGEMENT
__ FOR YOUR USE	__ RETURN FOR CORRECTIONS	__ RESUBMIT FOR APPORVAL
__ AS REQUESTED	__ FOR FURTHER PROCESSING	__ ON LOAN
__ FOR REVIEW AND COMMENT	__ FOR SIGNATURE	__ OTHER

COMMENTS: Make Sure it is put on Agenda Next Week

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgec.net

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.2
Contact Name: Marcie Jackson
Telephone No.: (956)787-1891

Vendor No.: 234443
Vendor Name: R. GUTIERREZ ENGINEERING CORPORATION
Address: 130 E. PARK
PHARR, TEXAS 78577

Purchase Order No.:682927
Increase No.1 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)

Increase Purchase Order for the following items:

Quantity	NIGP#	Description	Unit Price	Amount
		Amount of Original Purchase Order		**$14,400.00**
1	92536	PROFESSIONAL ENGINEERING & SURVEYING SERVICES FOR ACQUIRING RIGHT-OF-WAY FOR BORDER ROAD		
1		***AMOUNT OF INCREASE REQUEST-***	$4,800.00	**$4,800.00**
		TOTAL AMOUNT		**$19,200.00**

Account Number: **3-1200-431-00-122-063-0-711**

Reason: Increase is needed to fund completion of project. Work Authorization No.7 Approved on CC AI-37351 03/05/13 R. Please see attached executed copy.

Authorization: _____ 2/28/2013
Department Head — Date

Reviewed By: _____
Purchasing Department — Date

Approved By _____
Purchasing Agent — Date

Approved By: _____
County Auditor — Date

AI-38446 **12. C.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Rescind action taken on 03/26/13-AI#37730 for request of Pay App #1 with Invoice #1233200-1 in the amount of $38,295.72 as submitted by CAS Companies in connection with the Hidalgo County Clerks Re-roof project amid PO#686416 inasmuch as incorrect invoice amount was submitted/attached; and

2. Acceptance and approval of request for payment of Invoice #1233200-1 in the amount of $53,131.87 as submitted by CAS Companies in connection with the Hidalgo County Clerks Re-roof project amid PO#686416 with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-412-00-220-010-0-452

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

BUDGETARY IMPACT:

PO# 686416 available balance as of 4-26-13 $92,723.67

Attachments

Invoice Information

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/26/2013 10:17 AM
Budget & Management	Angela Garcia	04/26/2013 10:19 AM
Manuel Chapa	Manuel Chapa	04/26/2013 01:28 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Vangie Garcia Started On: 04/25/2013 03:12 PM

Final Approval Date: 04/26/2013

March 01, 2013

Rick Sunday
Infrastructure Systems Manager
Hidalgo County Facilities Management
Edinburg, Texas 78540

RE: Hidalgo County – County Clerk Re-roof
PO# 686416
CAS Invoice #1233200-1

Mr. Sunday,

Attach you will find CAS Invoice for services performed against Hidalgo County Purchase Order #10012413. The invoice submitted is representative of the HCPO issued for the work accepted by your office and Hidalgo County.

If there are any questions regard this invoice, please give me a call or email me.

Thanks in advance to Hidalgo County for processing this invoice.

Best regards,

Jason Cuevas
CAS Companies, LP

1306 FM 1092, Ste. 304
Missouri City, TX 77459
Phone: 281.499.4747
Fax: 281.499.6655

3765 S. Alameda, Ste. 315
Corpus Christi, TX 78411
Phone: 361.334.0688

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

www.caslp.com

Invoice

Date	Invoice #
3/7/2013	1233200-1

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
686416	Upon Receipt	3/7/2013	2012-332-00	Re-Roof

Quantity	Description	Price Each	Amount
1	County Clerk Re-Roof Payment Application #1 Contract Amount: $92,723.67 This Draw: $55,928.28 (-) 5% Retainage of $2,796.41 Draw Amount: $53,131.87 Balance Remaining: $39,591.80 TIPS/TAPS JOC# 10012413	53,131.87	53,131.87
		Subtotal	$53,131.87
		Tax (0.0%)	$0.00
		Total	**$53,131.87**

1306 FM 1092, Ste. 304
Missouri City, TX 77459

(281) 499-4747 Office
(281) 499-6655 Fax
ap@caslp.com

All payments shall be mailed to the Missouri City office.

Hidalgo County Clerk Re-roof

02/01/2013 to 03/06/2013 - Pay App #1

								Monthly Payment				Balance to Finish	
Item:	Quantity:	Description:	Unit Rate:	Quantity:	Total Amount:	Qty. Previously Billed	Amnt. Previously Billed:	Monthly Quantity:	Quantity To Date:	Monthly Cost:	Total Cost To Date:	Quantity Remaining:	Amount Remaing:
1	1 Ea.	Genarl Purpose Laborer	$2,125.00	1.00	$2,125.00	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$2,125.00
2	3.5 Ea.	Project Manager	$3,275.00	3.50	$11,462.50	0.00	$0.00	**2.00**	**2.00**	**$6,550.00**	$6,550.00	1.50	$4,912.50
3	4 Ea.	Superintendent	$3,050.00	4.00	$12,200.00	0.00	$0.00	**2.00**	**2.00**	**$6,100.00**	$6,100.00	2.00	$6,100.00
4	4 Ea.	Aerial Lift Rental	$1,772.60	4.00	$7,090.40	0.00	$0.00	**2.00**	**2.00**	**$3,545.20**	$3,545.20	2.00	$3,545.20
5	1 Ea.	Pressure Washer Rental	$344.22	1.00	$344.22	0.00	$0.00	**1.00**	**1.00**	**$344.22**	$344.22	0.00	$0.00
6	4 Ea.	Temp Toilet Rental	$70.88	4.00	$283.52	0.00	$0.00	**4.00**	**4.00**	**$283.52**	$283.52	0.00	$0.00
7	2 Ea.	Mobilization or demobilization, Dozer Loader, Backhoe or Excavator	$188.67	2.00	$377.34	0.00	$0.00	**1.00**	**1.00**	**$188.67**	$188.67	1.00	$188.67
8	4 Ea.	Dumpster Rental	$590.00	4.00	$2,360.00	0.00	$0.00	**2.00**	**2.00**	**$1,180.00**	$1,180.00	2.00	$1,180.00
9	1 LF.	Roof Deck Insulation, Fiberboard HD 1-1/2"	$10,650.00	1.00	$10,650.00	0.00	$0.00	**1.00**	**1.00**	**$10,650.00**	$10,650.00	0.00	$0.00
10	4.99 LF.	Elastomeric Roofing	$10,650.00	4.99	$53,143.50	0.00	$0.00	**3.00**	**3.00**	**$31,950.00**	$31,950.00	1.99	$21,193.50
11	2 Ea.	Condensing Unite Demo	$295.85	2.00	$591.70	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	2.00	$591.70
12	2 Ea.	Equipment Connection, To 10 HP, Electrical Demo, Remove	$9.59	2.00	$19.18	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	2.00	$19.18
13	2 Ea.	Motor Connection, Flex Conduit & Fittings	$69.62	2.00	$139.24	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	2.00	$139.24
122	1 ea.	Co Cost Adjusment Coefficient (Discount)	-$8,062.93	1.00	-$8,062.93	0.00	$0.00	**0.6031714029515320**	**0.6031714029515320**	**-$4,863.33**	-$4,863.33	0.40	-$3,199.60
		Totals:	**$25,028.50**	**36.49**	**$92,723.67**	**0.00**	**0.00**	**18.60**	**18.60**	**$55,928.28**	**$55,928.28**	**17.89**	**$36,795.39**
					Total Amount:	**Qty. Previously Billed**	**Amnt. Previously Billed:**	**Monthly Quantity:**	**Quantity To Date:**	**Amount Billed:**	**Total To Date:**	**Quantity Remaining:**	**Amount Remaining:**

Amount Billed:	**$55,928.28**
Retainage Held @ 5%:	**$2,796.41**
Total Ivoiced This Period:	**$53,131.87**

Amount Previously Billed:	**$0.00**	**Retainage Previousley Held:**	**$0.00**
Total Billed:	**$55,928.28**	**Total Retainage Held:**	**$2,796.41**

AI-38329 **12. D.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Acceptance and approval of the following invoices from L&G Consulting Engineers for "On Call Services for MPO and HCRMA Representation" contract #C-11-054-04-12:

Invoice Date	Invoice #	Amount
03/31/13	11324405	$6,982.68

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:
available funding in P.O. #658778

Attachments

invoice

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
Manuel Chapa	Manuel Chapa	04/26/2013 10:09 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Angela Garcia Started On: 04/19/2013 03:02 PM

Final Approval Date: 04/26/2013

L&G Engineering
Transportation Consultants

April 1, 2013

Hidalgo County
Budget Office
Attn: Sergio Cruz
2818 S. Bus. Hwy 281
Edinburg, TX 78539

RE: PROGRESS REPORT
Activities at the HCMPO, HCRMA, and Traffic Studies for the month of March 2013
Work Authorization No. 1 Contract #C-11-054-04-12

Dear Judge Garcia and County Commissioners,

Attached is our invoice for the month of March 2013. This invoice covers the basic fee associated for attending Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings, and the Hidalgo County Regional Mobility Authority (HCRMA) meeting. No traffic studies were conducted or requested during this time period.

The following tasks were accomplished this month.

- March 2013 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO TAC agenda and packet. Anthony Garza attended the meeting(s) and the sign in sheet is attached.

- March 2013 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO Policy Committee agenda and packet, provided recommendations and information to Commissioners Court. Anthony Garza attended the meeting and the sign in sheet is attached.

- March 2013 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting agenda. Anthony Garza attended the meeting and the agenda and narrative report provided to the court regarding the events at the meeting and the sign in sheet are attached.

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO / President
Attachments

APR 3 PM 3:13
BUDGET OFFICE
HIDALGO COUNTY

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324405
INVOICE DATE: 03/31/13

BILL TO:
Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 110101
HCMPO - On Call Eng Services
Contract#C-11-054-04-12
2818 S. Bus Hwy 281
Edinburg, TX 78539

Engineering services for the month of March 2013.

HCMPO POLICY MTG			
March 2013	1.00 mtg	2327.560 / mtg	2,327.56
HCMPO POLICY MTG TOTAL:			2,327.56
HCMPO TECH MEETING			
March 2013	1.00 mtg	2327.560 / mtg	2,327.56
HCMPO TECH MEETING TOTAL:			2,327.56
HCRMA STATUS & PROG			
March 2013	1.00 mtg	2327.560 / mtg	2,327.56
HCRMA STATUS & PROG TOTAL:			2,327.56
		TOTAL	6,982.68

INVOICE RECEIVED BY: OJ ON 4/2/13
GOODS/SERVICES RECEIVED BY: Hid. Co. ON March 2013

Project Manager's Signature

AGENDA

Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.
Tuesday, March 05, 2013
@ 1:30 P.M.

1)	Roll Call		Chairman
2)	Approval of Minutes of: ➢ February 05, 2013	(ACTION ITEM)	MPO Staff
3)	Cost Over-Run Project(s) (If Needed)	(ACTION ITEM)	TxDOT
4)	Discussion & Approval of Urbanized Area Boundary	(ACTION ITEM)	MPO Staff
5)	Discussion & Approval of Metropolitan Area Boundary	(ACTION ITEM)	MPO Staff
6)	Discussion & Approval of Functional Classification Update	(ACTION ITEM)	MPO Staff
7)	Discussion & Approval to Enter Into Contract with COPLAN for the CMP	(ACTION ITEM)	MPO Staff
8)	Discussion on FY2013-16 TIP and FY2010-35 MTP Amendments	(DISCUSSION ITEM)	MPO Staff
9)	Discussion on FY2013-16 Transit TIP Amendment	(DISCUSSION ITEM)	MPO Staff
10)	Update on HCMPO Certification	(UPDATE ITEM)	MPO Staff
11)	Update on Sidewalk Inventory	(UPDATE ITEM)	MPO Staff
12)	Monthly Letting Update	(UPDATE ITEM)	TxDOT
13)	Staff Report	(UPDATE / DISCUSSION / ACTION ITEM)	MPO Staff
	A. Calendar: March & April 2013 B. Legislative / RTAP Update C. HCMPO Budget Report D. HCMPO Project Update E. Director's Update		
14)	HCRMA Update	(UPDATE)	HCRMA
15)	Valley Metro	(UPDATE)	VALLEY METRO
16)	Metro	(UPDATE)	METRO
17)	Hidalgo County Commuter Rail District	(UPDATE)	HCCRD
18)	Old or New Business	(UPDATE / DISCUSSION / ACTION ITEM)	Chairman
19)	Adjournment		

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting –Tuesday, March 5, 2013

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Joe A. Calfa	City of Mission, LTG			
2.	Michelle Leftwich	City of Mercedes	565-3114	565-5184	
3.	Mardoqueo Hinojosa	City of Weslaco	447-3401		
4.	Xavier Cervantes	City of San Juan	223-2220		
5.	Norma Y. Garza	TxDOT	702-6180		
6.	Homer Bazan	TxDOT	702-6214		
7.	Raymond G. Sanchez	TxDOT-Southern	702-6232		
8.	Anthony Garza	LTG			
9.	Maribel Contreras	Valley Metro	969-5761		
10.	Michael Estrada	City of Donna	464-3314		
11.	Jaime S. Sandoval	COA	787-0006		
12.	Eric Davila	HCEDC - PMC Pharrenbaum	682-3677		
13.	Judy Davila	City of Sullivan	485-2828		
14.	Jim Etje	HCCRD			
15.					

AGENDA

Hidalgo County Metropolitan Planning Organization
Transportation Policy Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
March 21, 2013
@ 5:30 PM

UPDATED AGENDA

TAB I	ROLL CALL		
TAB II	CITIZEN'S INPUT		
TAB III	PRESENTATIONS / ACTION / DISCUSSION ITEM(S)		
A.	Approval of Minutes ➢ February 21, 2013	(ACTION ITEM)	CHAIRMAN
B.	Discussion & Approval to Urbanized Area Boundary	(ACTION ITEM)	MPO STAFF
C.	Discussion & Approval of Metropolitan Area Boundary	(ACTION ITEM)	MPO STAFF
D.	Discussion & Approval of Enter Into Contract with COPLAN for the CMP	(ACTION ITEM)	MPO STAFF
E.	Discussion on FY2013-16 TIP and FY2010-35 MTP Amendments	(UPDATE ITEM)	MPO STAFF
F.	Discussion on FY2013-16 Transit TIP Amendment	(UPDATE ITEM)	MPO STAFF
G.	Update on HCMPO Certification	(UPDATE ITEM)	MPO STAFF
H.	Monthly Letting Update	(UPDATE ITEM)	TxDOT
TAB IV	STAFF REPORT	(UPDATE / DISCUSSION / ACTION ITEM)	MPO STAFF
A.	Calendar: April & May 2013 ➢ HCMPO Staff: Out of Town Travel		
B.	Legislative / RTAP Update		
C.	HCMPO Budget Report		
D.	HCMPO Project Update		
E.	Director's Update		
TAB V	OFF SYSTEM REPORT	(UPDATE)	PROJECT ENGINEERS
TAB VI	TxDOT CONSTRUCTION REPORT	(UPDATE)	TxDOT
TAB VII	HIDALGO COUNTY RMA	(UPDATE)	HCRMA
TAB VIII	HIDALGO COUNTY COMMUTER RAIL DISTRICT	(UPDATE)	HCCRD
TAB IX	VALLEY METRO	(UPDATE)	VALLEY METRO
TAB X	METRO	(UPDATE)	METRO
TAB XI	OLD OR NEW BUSINESS	(UPDATE / DISCUSSION / ACTION ITEM)	CHAIRMAN
TAB XII	ADJOURNMENT		

Hidalgo County MPO

Transportation Policy Committee Meeting

March 21, 2013

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Ramiro Rodriguez	City of Pharr	330-6856		
2.	Oscar Cuellar Sr	Peñitas	240-1106		
3.	Norma Y. Garza	TxDoT	702-6180		
4.	Tom Logan	LRGVDC-VM	969 5840		
5.	Victor Morales	LRGVDC	6823481		
6.	Jorge Arcaute	Alton	432-0760		
7.	Anthony Garza	C+C			
8.	Michael Estrada	City of Donna	464-3314		
9.	Juan A. Sustaita, Jr	TxDOT	702-6338		
10.	Scott Crane	McAllen	495-5000		
11.	Gerardo Tafolla	City Commission Weslaco	975-4301		
12.	Raul Lozano	Hidalgo County Pct. 1	968-8753		
13.	Daniel Rodriguez	Hidalgo County Pct. 1	968-8733		
14.	Michelle Leftwich	City of Mercedes	565-3114		
15.	Ed Taylor	McAllen	681-1250		

L&G Engineering
Transportation Consultants

MEMO

To: Hidalgo Co. Comm. Pct. #4, Joseph Palacios

From: Jacinto Garza, P.E.

Date: March 19, 2013

RE: Hidalgo County Metropolitan Planning Organization (HCMPO) Policy Committee Meeting, March 21, 2013 at 5:30 p.m. – Action Items and Recommendations

Desk Of: Anthony Garza

As your Technical Representative for the Hidalgo County MPO, attached for your use and information, is the Policy Committee Meeting Agenda and Packet made available on March 18, 2013 for the upcoming meeting to be held on Thursday, March 21, 2013 at 5:30 p.m. If you have any questions regarding these items or projects within your precinct contact your Technical Representative Mr. Anthony Garza at (956) 565-9813.

We have reviewed the agenda items that are to be discussed and we would like to advise you that the following item(s) require your attention. We are therefore giving you our recommendations.

TAB III PRESENTATIONS / ACTION / DISCUSSION ITEM(S)

B. Discussion & Approval to Urbanized Area Boundary **(ACTION ITEM) MPO STAFF**

TECHNICAL INFORMATION:

The 2010 Census included new regulations and the definition of an "Urbanized Area". These regulations factor in the population density and location of urbanized areas. As a result of the 2010 Census data and these new regulations, a small portion of the City of Mercedes was determined to be part the urbanized area covered within the Harlingen – San Benito MPO Boundary, a map is available in the Policy Packet. MPO Staff has discussed with TxDOT, Federal Highway Administration, and the Census Bureau. It does not appear that this decision can be contested

No MPO projects are currently located in the area that would become part of the Harlingen-San Benito MPO Urbanized area. Discussions with the Harlingen – San Benito MPO staff have taken place and the opportunity for representation would be made available to both the City of Mercedes and Hidalgo County if desired.

RECOMMENDATION:

Although this item was not approved at the technical committee, it is our recommendation to approve this item as presented by staff.

C. Discussion & Approval of Metropolitan Area Boundary **(ACTION ITEM) MPO STAFF**

TECHNICAL INFORMATION:

The HCMPO is in the process of updating the Metropolitan Area Boundary. Staff has presented an option that extends the northern boundary to the Hidalgo County Line.

RECOMMENDATION:

Although this item was not approved at the technical committee, it is our recommendation to approve this item as presented by staff.

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

D. Discussion & Approval of Enter Into Contract with COPLAN for the CMP **(ACTION ITEM) MPO STAFF**

TECHNICAL INFORMATION:
The HCMPO is preparing to enter into negotiations with consultant COPLAN for the completion of the spring/summer 2013 Congestion Management Program study. Proposals were ranked and COPLAN was selected. The MPO staff is requesting action to enter a contract with COPLAN in the maximum amount of $93,617.00.

The Technical Committee will be providing recommendations of the roadways the program would study.
RECOMMENDATION:
It is our recommendation to approve this item as presented.

E. Discussion on FY2013-16 TIP and FY2010-35 MTP Amendments **(UPDATE ITEM) MPO STAFF**
TECHNICAL INFORMATION:
The HCMPO is conducting the regular cycle TIP and MTP amendments. Detailed TIP sheets were not provided by the MPO staff prior to the meeting; however, the changes will most likely reflect the changes shown on the MTP. Currently the proposed changes include:

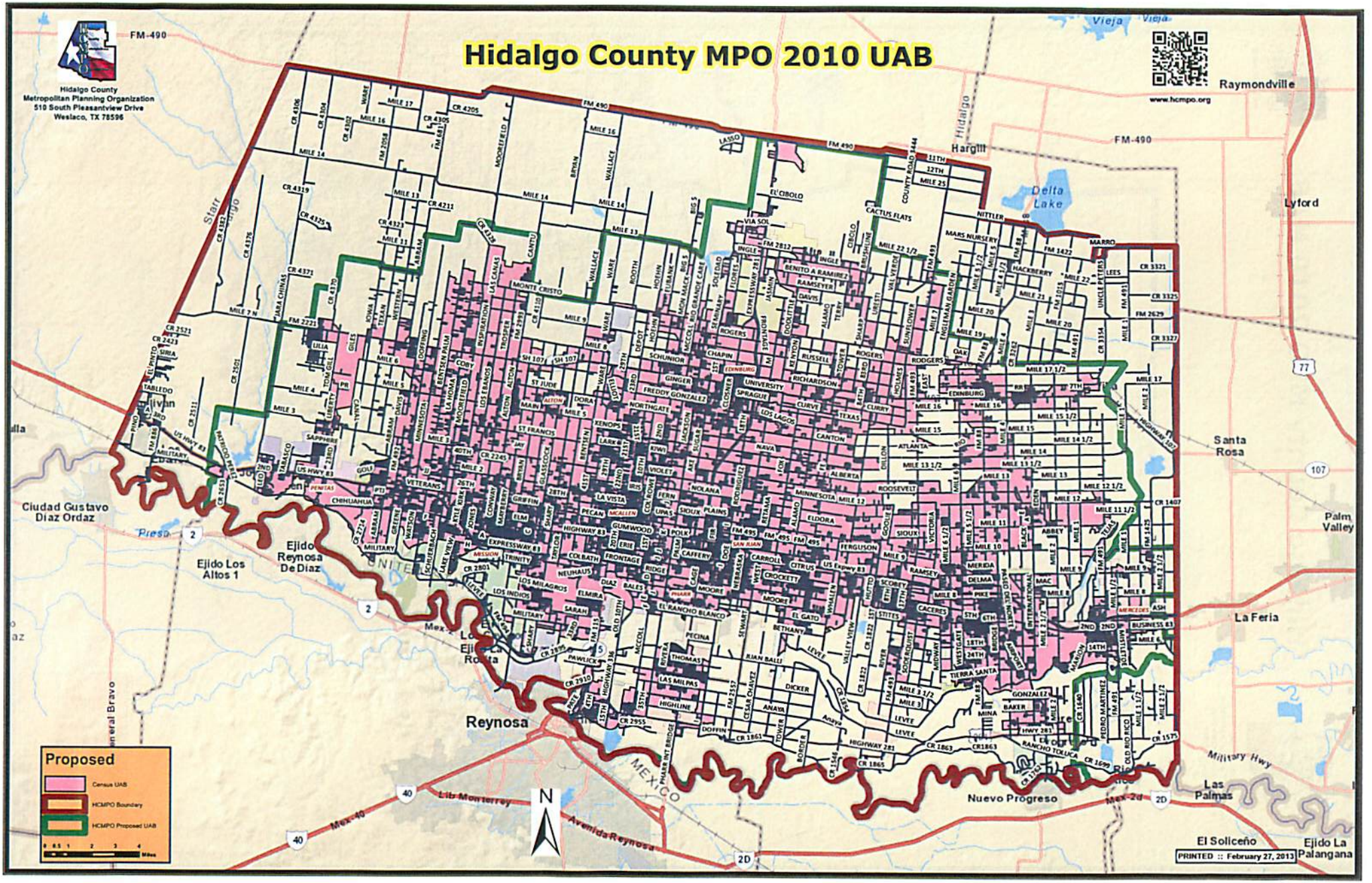
- FM 493 (BUS 83 to US 281): An additional $ 2.98 million in CBI funding for construction.
- FM 681 (SH 107 to La Homa): Administrative revisions, no net funding changes
- FM 676 (SH 107 to Taylor Road): revisions reflect the $500,000 in earmark funds available for the project in FY 2014
- US 83 / 281 Interchange: A project was added for improvements to the interchange in Pharr. The project is listed for Preliminary Engineering in FY 2013 and construction in FY 2015. A funding source has not been provided by TxDOT
- **The Shary Road (FM 494) project has an overlap in the listings on the MTP. The section from Mile 5 to Mile 7 is currently listed in FY 2022 fully funded for construction. The second listing in FY 2026-30 has limits from Mile 5 to SH 107 and is funded with TRENDS. An overlap on project limits is present and we recommend the listing with the construction funds remain in place in FY 2022 and the section from Mile 7 to SH 107 be added or listed separately.**
- Additionally, HCRMA project listings have been updated to include the construction of the Ultimate 6 lane configuration of the SH 365 (west) project.

RECOMMENDATION:
It is our recommendation to approve this item with the above changes to the Shary Road project listing.

F. Discussion on FY2013-16 Transit TIP Amendment **(UPDATE ITEM) MPO STAFF**
TECHNICAL INFORMATION:
Detailed Transit TIP sheets were not provided by the MPO staff prior to the meeting.

RECOMMENDATION:
It is our recommendation to approve this item as presented.

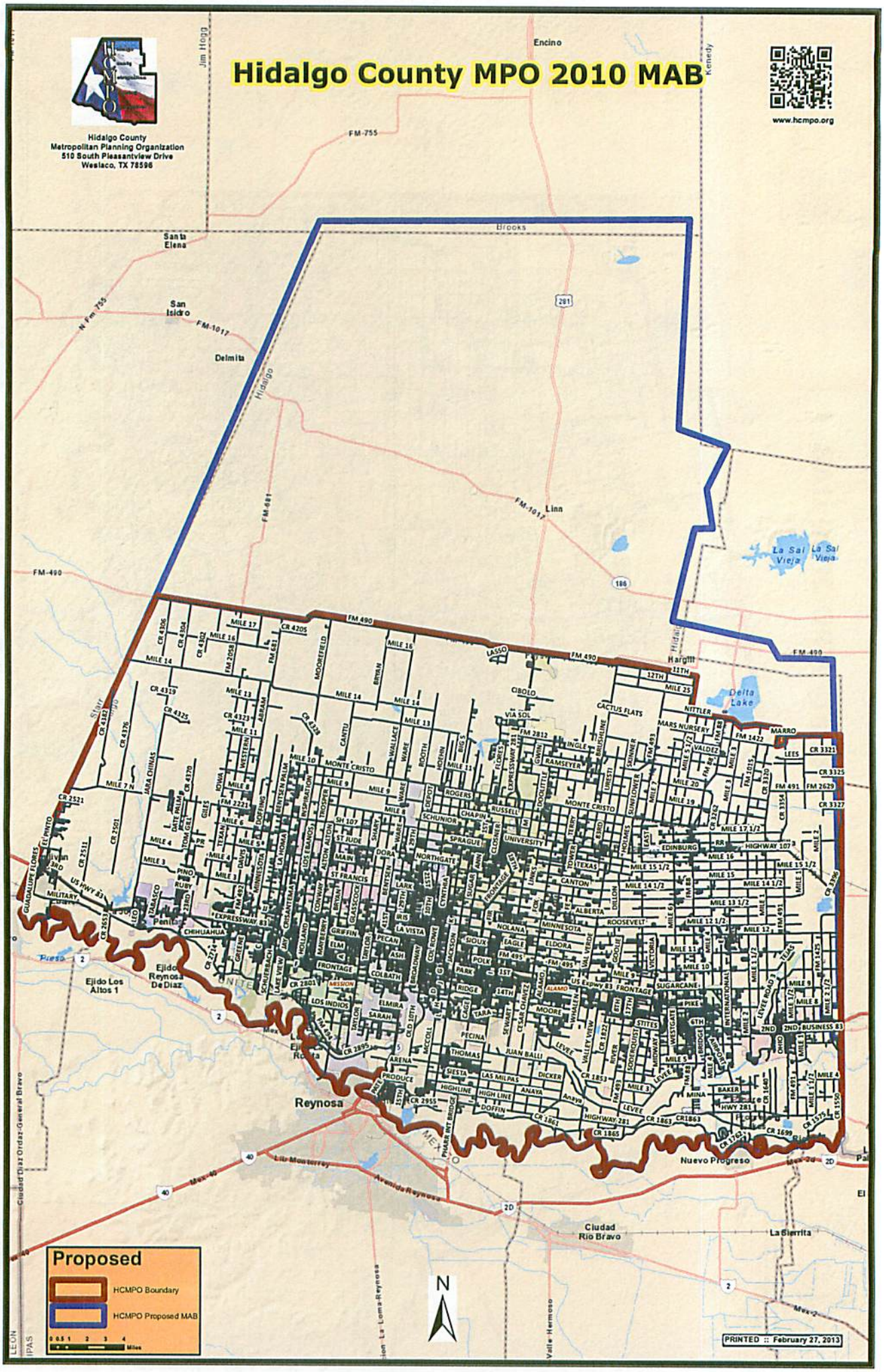
G. Update on HCMPO Certification **(UPDATE ITEM) MPO STAFF**
TECHNICAL INFORMATION:
Since the HCMPO is funded with Federal transportation funds the Federal Highway Administration (FHWA) performs an audit and review of the HCMPO on an annual basis. The certification occurred during the week of February 18 to the 21st, 2013.


Hidalgo County MPO 2010 UAB
Hidalgo County
Metropolitan Planning Organization
510 South Pleasantview Drive
Weslaco, TX 78596
www.hcmpo.org
Proposed
Census UAB
HCMPO Boundary
HCMPO Proposed UAB
PRINTED :: February 27, 2013
Reynosa
Nuevo Progreso
Ciudad Gustavo Diaz Ordaz
Ejido Los Altos 1
Ejido Reynosa De Diaz
Raymondville
Lyford
Santa Rosa
Palm Valley
La Feria
Las Palmas
El Solicenó
Ejido La Palangana
Delta Lake
FM-490
MEXICO

Hidalgo County MPO 2010 MAB

Hidalgo County
Metropolitan Planning Organization
510 South Pleasantview Drive
Weslaco, TX 78596

www.hcmpo.org



HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION METROPOLITAN TRANSPORTATION PLAN PROJECT DATA

Line Numbers	System Sort	Roadway	From	To	MTP#	CSJ #	Project Length (mi)	Proposed Project Data: Type of Improvement	Jurisdiction	Total Project Cost: Construction Cost 2013 dollars	ROW cost (12% 2013 const cost)	CE Cost (+$2 M 5.5%, $2-$10 M 5%, >$10 M 4.5%, of 2013 const cost)	Contingencies (+$250 7%, $2-$25 M 6.5%, $25-$50 M 6%, >$50 M 5% of 20-0 const cost)	Total Project Cost	Year of Expenditure Dollars (YOE)	Funding Categories: Cat 1 Funding	Cat 7 Funding (CE & Contingencies)	Cat 9 Funding	Cat 11 Funding	Cat 12 Funding	CBI - Eligible	Earmark Funding	Proposition 12 & 14	Other Funds (Local, Bond, etc)	TRENDS - Innovative Financing	TOTAL	Project Ranking: TOTAL SCORE	Months in Class	ROW: MAP	ROW: # Parcels	ROW: % Completed	ROW: Date Completed	ROW: Months to Complete	PS&E: % Complete	PS&E: Date Completed	PS&E: Months to Complete	YEAR READY TO LET	ADT: AVG	ADT: LOS
REHABILITATION & PREVENTIVE MAINTENANCE																																							
	13.	LUMP SUM			HC-1				Various																	$ 631.25													
3		US 281 Military	0.5 mi W of FM 2557	FM 907	HC-4	0220-01-028		Rehab Exist Rdwy	County													$ 1.81			$ 1.81													
8a		FM 495 ROW *	Champion St	US 281	HC-32a	0063-01-057		Right of Way for reconstruct & add shoulders	Donna	$ 9,328,734	$ 2,514,623	$ 456,431	$ 593,360	$ 13,306,454	$ 9,328,734	$ 2.36						$ 2.51			$ 2.51													
8b		FM 495	Champion St	US 281	HC-32b	0063-01-047		Reconstruct 2 lane with shoulders	Donna	$ 9,328,734	$ 2,514,623	$ 456,431	$ 593,360	$ 13,306,454	$ 9,328,734						$ 2.88	$ 1.54			$ 9.13													
9		FM 493	Bus 83	Champion St	HC-272	0063-01-053		Overlay	Donna	$ 306,375	$ -	$ 22,963	$ 21,432	$ 284,256	$ 306,375	$ 0.07					$ 0.10	$ 0.29			$ 0.46													
MOBILITY																																							
25	Off	SH 364 (La Homa) - ROW	FM 495	FM 1924 (Mile 3 N)	HC-40a	2906-01-009	2	Right of Way for Widen to 4 Lane Urban Divided	Palmview	$ 6,387,369	$ 1,930,494	$ 319,368	$ 415,179	$ 9,761,409	$ 1,930,494		$ 1.93									$ 1.93	63	Oct-10	√	0	0						2014	11,200	
10	On	FM 681	FM 681 @ FM 2221	Conway	HC-30c	0049-03-043	1.9	Widen to 4 Lane Divided (0049-03-045)	TXDOT	$ 11,243,454	$ 4,438,473	$ 505,865	$ 730,693	$ 16,384,284	$ 11,243,454		$ 7.42		$ 0.66			$ 3.39				$ 11.24	78	May-16	√	82							2015	15,600	
34b	On	FM 681/FM 2221	0.25 Mi W of Moorefield Rd	FM 681	HC-30d	0062-01-047		Widen to 4 Lane Divided	County	$ 2,334,397	$ 1,024,334	$ 105,729	$ 137,436	$ 3,616,385	$ 2,334,397	$ 0.73	$ 1.24		$ 0.15							$ 2.11				82								2013	13,500	
34	On	FM 2221	0.25 Mi W of SH 365	0.25 Mi W of Moorefield Rd	HC-22c	0062-01-037	8.6	Widen to 4 Lane Divided	TXDOT	$ 2,277,000	$ 1,126,000	$ 113,850	$ 148,006	$ 3,918,856	$ 2,277,000	$ 0.09	$ 0.66		$ 0.27			$ 1.27				$ 2.20	69	May-16	√	82							2013	12,670	
14	On	FM 3414 (Nolana)	3 Road	FM 1426 (Raul Longoria)	HC-267	1802-02-009	0.831	Construct 4 Lane divided	San Juan	$ 3,235,438	$ -	$ 166,772	$ 209,003	$ 3,942,126	$ 3,235,438		$ 2.22		$ 1.00							$ 3.22	70										18,490	
35	On	US 83 Overpass @ Inspiration Rd and Bus 83	0.4 Miles West of Inspiration Road	0.5 Miles East of Inspiration Road	HC-265	0039-17-176	1	Widen to 6 lanes	TxDOT	$ 28,500,000	$ 999,355	$ 787,100	$ 902,700	$ 33,629,655	$ 31,179,255		$ 11.49					$ 19.25	$ 0.44		$ 31.18	14			11	0			0			2013	76,040	
198	Off	US 281, SH 336, Bridge St, Conn St. (CAT 5)	City of Hidalgo East	Santa Ana National Wildlife Refuge & North to McAllen	HC-274	0921-02-282		Beautification of City of Hidalgo Pedestrian & Bicycle Access Project - Phase II	Hidalgo	$ 1,432,564	$ -	$ 107,438	$ 100,273	$ 1,900,323	$ 1,731,232			$ 1.32						$ 0.39		$ 1.71												
79	Off	Mile 2 W	Mile 12 N	US 83	HC-140	0921-02-170	5	Reconstruct & widen 2 lane roadway with shoulders	Mercedes / County	$ 7,500,000	$ 430,000	$ -	$ 487,500	$ 9,552,400	$ 7,987,500		$ 6.63				$ 0.10		$ 1.26		$ 7.99	35										5,800	
204	On	SH 336 - OI	Trenton Ave	Wichita Ave	HC-279	0623-01-099	6	Corridor Signal re-timing	McAllen	$ -	$ -	$ 80,850	$ -	$ 80,850	$ 80,850		$ 0.08							$ 0.08											31,000	
209	On	FM 2220 - OI	FM 1924 (Daddy Owens Rd)	Yuma Ave	HC-280	2094-01-051	4	Corridor Signal re-timing	McAllen	$ -	$ -	$ 50,050	$ -	$ 50,050	$ 50,050		$ 0.05							$ 0.05											27,000	
206	On	FM 494 - OI	Sioux Lane	Colorado St	HC-278	0864-01-065	1.71	Signal Re-timing & Add Lanes @ US 83	Mission	$ 370,663	$ -	$ 27,800	$ 25,946	$ 465,352	$ 370,663	$ 0.20	$ 0.17							$ 0.37										2013	26,000	
82	Off	Mile 1 East PE	Bus 83	Mile 8 North	HC-269		7	widen to 4D with center turn and shoulders	Mercedes	$ 1,263,721	$ 151,647	$ 75,823	$ 88,460	$ 1,704,769	$ 650,000						$ 0.65			$ 0.65	20											
203a	On	SH 365 (Phase I) PE	US 281 Military Highway	FM 396 (Anzalduas Highway)	RMA-1aa	3627-01-001	12.5	Construct 4 lane controlled access toll facility, including overpass on urban principal arterial	HCRMA	$ 167,865,600	$ 43,646,877	$ 11,092,330	$ -	$ 260,340,595	$ 10,901,813						$ 1.49		$ 9.41	$ 10.90				3	0	Apr-12							
221	On	US 281 Military Highway PE	0.45 Mi E of Spur 600	FM 2557 (Stewart Road)	RMA-1ab	0220-01-023	0.94	Widen to 4 lane divided	HCRMA	$ 12,609,498	$ 433,997	$ 706,128		$ 14,616,999	$ 851,698								$ 0.85	$ 0.85											
203b	On	SH 365 (Phase II) PE	FM 396 (Anzalduas Highway)	FM 1016 (Conway Rd)	RMA-1b	3627-01-002		Construct 4 lane controlled access toll facility	HCRMA	$ 32,462,629	$ 8,736,700	$ 1,413,234	$ -	$ 44,724,302	$ 1,559,288								$ 1.56	$ 1.56				3	0	Apr-12							
213a	On	US 83/US 281 Interchange PE	@ US 83 / US 281 Interchange		HC-287a	0039-17-175		Improvements at US 83/US 281 Interchange	TxDOT	$ 4,987,619	$ -	$ 249,381	$ -	$ 5,849,600	$ 250,000									$ -												
205a	On	US 83 La Joya Relief Route PE	1.8 M East of FM 886	0.5 M East of Showers Rd	HC-40a	0039-02-040	8.3	New location 4 lane divided hwy	TxDOT	$ 55,000,000	$ 21,500,000	$ 2,800,000	$ -	$ 87,499,500	$ 2,200,000					$ 2.20				$ 2.20	50				90			60			19,220	
															$ 78,571,822		$ 51,870,560					$ 22,707,590													
FY 2014																																							
15	On	Pharr Intl Bridge	At Pharr/Reynosa Intl Bridge		HC-231b	0921-02-253		Improvements (ITS) at Pharr/Reynosa Intl bridge	Pharr	$ 1,372,462	$ -	$ 102,933	$ 96,072	$ 1,723,811	$ 1,372,462						$ 1.01		$ 0.34	$ 1.35											13,500	
66	Off	2 Mile Line N Rd	Inspiration Rd	SH 107 (conway)	HC-80a	0921-02-284	1.5	Widen to 4 Lane	Mission	$ 4,246,198	$ 665,937	$ 212,310	$ 276,003	$ 5,871,776	$ 5,400,443		$ 5.40							$ 5.40	51	Sep-13		32	0	Dec-12		0			2013	4,700	
54	Off	2 Mile Line N Rd	SH 364	Inspiration Road	HC-80b	0921-02-293	1	Widen to 4 Lane	Mission	$ 3,074,210	$ 364,905	$ 153,711	$ 199,824	$ 4,137,881	$ 3,427,743		$ 3.43							$ 3.43	78	Sep-13		35	0	Dec-13		0			2013	4,700	
225	On	FM 676 (Mile 5 N)	SH 107 (Conway)	Taylor Rd	HC-293		3	Construct drainage outfall	Alton / County	$ 500,000	$ -	$ -	$ -	$ 500,000	$ 500,000						$ 0.50			$ 0.50	72										7,350	
74	Off	Mile 6 W Rd ROW & PE	Mile 9 N	SH 107	HC-140b	0921-02-168	7.5	ROW & PE for Widen to 4 Lane	Weslaco	$ 16,762,500	$ 1,718,637	$ 754,313	$ 1,049,563	$ 22,185,651	$ 2,540,004						$ 2.54			$ 2.54	35										5,670	
203a	On	SH 365 (Phase I) ROW	US 281 Military Highway	FM 396 (Anzalduas Highway)	RMA-1aa	3627-01-001	12.5	Construct 4 lane controlled access toll facility, including overpass on urban principal arterial	HCRMA	$ 167,865,600	$ 43,646,877	$ 11,092,330	$ -	$ 260,340,595	$ 43,646,877								$ 43.65	$ 43.65				3	0	Apr-12							
221	On	US 281 Military Highway ROW	0.45 Mi E of Spur 600	FM 2557 (Stewart Road)	RMA-1ab	0220-01-023	0.94	Widen to 4 lane divided	HCRMA	$ 12,609,498	$ 433,997	$ 706,128		$ 14,616,999	$ 433,997								$ 0.43	$ 0.43											
207	Off	Anzalduas Int'l Port of Entry	Anzalduas Int'l Port of Entry		HC-277	0921-02-303		Construction of Southbound Inspection Station	Anzalduas Int'l Bridge Board	$ 7,241,012	$ -	$ -	$ -	$ 7,241,012	$ 7,241,012						$ 7.00		$ 0.24	$ 7.24			√	100			20			2014		
205b	On	US 83 La Joya Relief Route ROW	1.8 M East of FM 886	0.5 M East of Showers Rd	HC-40b	0039-02-040	8.3	New location 4 lane divided hwy	TxDOT	$ 55,000,000	$ 21,500,000	$ 2,800,000	$ -	$ 87,499,500	$ 21,500,000					$ 23.50				$ 23.50	50				90			60			19,220	
															$ 88,062,543		$ 8,828,359																			
FY 2015																																							
218	Off	Inspiration Rd	0.32m N of US 83	FM 1924 (Mile 3 N)	HC-282	0921-02-301	2.7	Widen to 4 lane divided - curb & gutter section	Mission	$ 11,331,613	$ 848,710	$ 509,822	$ 736,535	$ 14,684,613	$ 13,426,804		$ 12.20			$ 1.23						$ 13.43				50	0		5	15%	2015	5	2013	11,000	
205a	On	US 83 La Joya Relief Route	1.8 M East of FM 886	0.5 M East of Showers Rd	HC-40a	0039-02-040	8.3	New location 4 lane divided hwy	TxDOT	$ 55,000,000	$ 21,500,000	$ 2,800,000	$ -	$ 87,499,500	$ 57,000,004					$ 34.50	$ 23.27			$ 57.80	50				90			60			19,220	
214	Off	Pharr/Reynosa Int'l Bridge (NB Phase II)	At Pharr/Reynosa Int'l Bridge - Northbound Lanes Improvements Phase II		HC-288	0921-02-193		Addition of 2 commercial northbound entrance lanes, booths and canopies	Pharr	$ 2,845,473	$ -	$ 118,770	$ 154,400	$ 2,918,643	$ 2,918,643						$ 2.92			$ 2.92												
213b	On	US 83/US 281 Interchange	@ US 83 / US 281 Interchange		HC-287b	0039-17-175		Improvements at US 83/US 281 Interchange	TxDOT	$ 4,987,619	$ -	$ 249,381	$ -	$ 5,849,600	$ 5,237,500									$ -												
															$ 79,582,449		$ 13,426,804																			

Amendment #11- DRAFT

1/15/2013

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION METROPOLITAN TRANSPORTATION PLAN PROJECT DATA

Line Numbers	System Sort	Roadway	From	To	MTP#	CSJ #	Project Length (mi)	Proposed Project Data: Type of Improvement	Proposed Project Data: Jurisdiction	Total Project Cost: Construction Cost 2013 dollars	Total Project Cost: ROW cost (12% 2013 cost cost)	Total Project Cost: CE Cost (+32 M 7.5%, 32-$10 M 5%, +$10 M 4.5%, of 2013 cost cost)	Total Project Cost: Contingencies (+$32M 7%, $2-$25 M 6.5%, $25-$50 M 5%, +$50M 3% of 2018 cost cost)	Total Project Cost	Year of Expenditure Dollars (YOE)	Funding Categories: Cat 1 Funding	Cat 7 Funding (CE & Contingencies)	Cat 9 Funding	Cat 11 Funding	Cat 12 Funding	CBI - Flights	Earmark Funding	Proposition 12 & 14	Other Funds (Local, Bond, etc)	TRENDS, Innovative Financing	TOTAL	TOTAL SCORE	Months in Court	ROW: MAP	ROW: # Parcels	ROW: % Completed	ROW: Date Completed	ROW: Months to Complete	PS&E: % Complete	PS&E: Date Completed	PS&E: Months to Complete	YEAR READY TO LET	ADT: AVG	ADT: LOS
FY 2016		FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016			FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016	FY 2016
47	On	FM 2220 (Ware Rd)	FM 1924 (Mile 5 N)	Mile 5 N (Auburn Ave)	HC-199	2994-03-038	2	Widen to 6 Lane Divided	McAllen	$ 9,750,000	$ 1,345,000	$ -	$ 633,750	$ 12,630,525	$ 11,328,750	$ 1.00	$ 5.59			$ 0.41	$ 3.53			$ 1.00		$ 11.53	59			√	100		20%	Apr-12		9,270	
22a	On	SH 336 (10th st)	Trenton Rd	SH 107	HC-249a	0623-01-100	2.8	Medians with landscaping	McAllen	$ 3,725,000	$ -	$ 129,375	$ 120,750	$ 2,166,600	$ 1,725,000		$ 1.22						$ 0.51		$ 1.73	90			√	100		50			2016	12,540	
25	Off	SH 364 (La Homa)	SH 495	FM 1924 (Mile 3 N)	HC-48b	7966-01-009	2	Widen to 4 Lane Urban Divided	Palmview	$ 7,750,000	$ 1,930,496	$ -	$ 503,750	$ 11,044,496	$ 8,253,750		$ 8.25								$ 8.25	68	Oct-18	√	75	0			80	Apr-12		2014	11,200	
201a	On	SH 365 (Phase I)	US 281 Military Highway	FM 396 (Anzalduas Highway)	RMA-1aa	3627-01-001	12.5	Construct 4-lane controlled access toll facility, including overpass on urban principal arterial	HCRMA	$ 167,865,600	$ 43,646,877	$ 11,092,330	$ -	$ 260,340,597	$ 205,791,902				$ 112.06				$ 93.74		$ 205.79				5	0	Apr-13							
223	On	US 281 Military Highway	0.45 Mi E of Spur 600	FM 2557 (Stewart Road)	RMA-1ah	0220-01-023	0.91	Widen to 4 lane divided	HCRMA	$ 12,609,498	$ 433,997	$ 706,126		$ 14,616,999	$ 13,331,364						$ 5.60		$ 9.73		$ 15.33												
															$ 242,630,396		$ 15,074,692																			
FY 2017		FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017			FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017	FY 2017
192	Off	10th st	SH 107	FM 1925 (Monte Cristo)	HC-79	0921-02-300	2.5	Construct new 4 Lane	Edinburg / County	$ 9,687,500	$ 750,000	$ 453,375	$ 634,875	$ 13,031,575	$ 11,933,250		$ 11.53			$ 0.40					$ 11.93	38											
															$ 13,031,250		$ 11.53			$ 0.40					$ 11.93												
FY 2018		FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018			FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018	FY 2018
37	Off	Owassa	Jackson Rd	US 281	HC-106	0921-02-140	1.21	Widen to 4 Lane Divided	Pharr	$ 5,673,187	$ 377,936	$ 306,806	$ 398,844	$ 7,900,816	$ 7,219,709		$ 6.82			$ 0.40					$ 7.22	70				90		60				19,220	
52	On	FM 1925 (Monte Cristo rd)	Kenyon	FM 907 (Alamo Rd)	HC-10	1803-02-028	0.95	Widen to 4 Lane Divided	Edinburg / County	$ 3,700,000	$ 790,000	$ -	$ 260,325	$ 5,496,250	$ 5,052,045		$ 3.55		$ 1.50						$ 5.05	52			0	0		0	May-13		2014	10,600	
220	Off	N Alamo Road Extension	FM 1925 0.5m North		HC-209	0921-02-311	0.5	Road Realignment	Edinburg / County	$ 650,000	$ 200,000	$ 52,728	$ 49,213	$ 1,083,010	$ 1,004,981		$ 1.00								$ 1.00	57			0	0		0	May-13		2014	10,600	
															$ 13,576,750																						
FY 2019		FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019			FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019	FY 2019
214	Off	Liberty Blvd (Phase I)	US 83	Mile 3 Rd	HC-264a		2.4	Widen to 4 lanes with dedicated left turn lane	County	$ 8,400,000	$ 335,296	$ 472,443	$ 614,176	$ 11,959,596	$ 10,870,773		$ 10.47			$ 0.40					$ 10.87												
															$ 10,870,773		$ 10.47			$ 0.40					$ 10.87												
FY 2020		FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020			FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020	FY 2020
216	Off	Mile 3 N (Phase I)	East Goodwin Road	Tres Gill Road	HC-266a		3.8	Widen to 4 Lane Divided - Curb & Gutter Section	County	$ 8,453,684	$ 1,186,754	$ 494,681	$ 642,825	$ 13,311,422	$ 12,213,675		$ 11.81			$ 0.40					$ 12.21					70	0%			0%	Feb-15		2018	10,500	
															$ 12,213,675																						
FY 2021		FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021			FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021	FY 2021
17	On	FM 907 (Alamo Rd)	Nolana	US 83	HC-119		2.34	Widen to 4 Lane Divided	Alamo / County	$ 6,382,973	$ -	$ -	$ 503,199	$ 9,104,039	$ 8,244,729		$ 6.84		$ 1.00	$ 0.40				$ 1.10	$ 9.34	68												
															$ 7,244,729																						
FY 2022		FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022			FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022	FY 2022
224	On	FM 494	Mile 5 N (Auburn Ave)	Mile 7	HC-292		2	Widen to 4 lane	County	$ 8,000,000	$ 500,000	$ -	$ 637,966	$ 12,404,121	$ 11,280,516		$ 9.23		$ 2.00						$ 11.23	60										7,260	
222	On	FM 1925	10th St	McColl Rd	HC-290		1.28	Widen to 4 lane urban roadway with center turning lane	County	$ 6,335,000	$ 632,956	$ -	$ 502,935	$ 9,732,347	$ 8,873,333		$ 8.87								$ 8.87	60										7,260	
															$ 18,183,849																						
2025		FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025		FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025			FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025	FY 2023 - FY 2025
56	On	FM 1015	Mile 12 N Rd	SH 107	HC-2	1228-03-900	4.3	Widen to 4 Lane Divided 1228-03-900	County	$ 8,600,000	$ 1,032,000	$ 509,266	$ 731,606	$ 14,830,871	$ 11,337,913		$ 11.32								$ 11.32	60										7,260	
223	Off	Dicker Road	Spur 115 (23rd St)	FM 2061 (Jackson Rd)	HC-295		2.56	Widen to 4 lane with continuous left turn	Mercedes / County	$ 12,700,000	$ -	$ -	$ 835,000	$ 825,500	$ 20,230,234	$ 18,172,836									$ 18.17											
35a	On	FM 493 (La Blanca)	Mile 16 N Rd	Mile 14 N Rd	HC-34a		4	Widen to 4 Lane Divided	County	$ 11,356,800	$ 1,362,816	$ 672,535	$ 973,410	$ 19,630,385	$ 14,944,774		$ 6.66							$ 8.38	$ 14.94	60			0	0		0				2013	6,610	
11	Off	Mile 5 N	Taylor Rd	FM 2220	HC-144		1	Widen to 4 Lane Divided with siphon and bonn	McAllen	$ 2,235,000	$ 367,050	$ 147,051	$ 191,372	$ 3,938,249	$ 2,941,350									$ 2.94	$ 2.94	75		√	31	0	-	-	20%	-	9	2020	11,570	
40	On	FM 676 (Mile 5 N)	SH 364 (La Homa Rd)	SH 107 (Conway)	HC-117b	1064-03-028 1064-03-027	2.39	Widen to 4 Lane Divided	Alton / County	$ 8,652,800	$ 1,038,336	$ 512,392	$ 740,122	$ 14,941,240	$ 11,286,494									$ 11.29	$ 11.29	63										11,230	
28	Off	Trenton Rd	FM 1926 (23rd st)	SH 336 (10th St)	HC-253		1	Widen 6 lanes divided with landscaped medians	McAllen	$ 2,445,000	$ 488,538	$ 160,873	$ 209,134	$ 4,346,133	$ 3,217,463									$ 3.22	$ 3.22	68		√	8	0	-	-	69%	-	12	2028	28,950	
22b	On	SH 336 (10th st)	Trenton Rd	SH 107	HC-249b		2.8	Widen to 6 Lanes	McAllen	$ 7,290,000	$ 874,800	$ 479,655	$ 623,554	$ 12,635,991	$ 9,593,343									$ 9.59	$ 9.59	90			√	100			50			2016	12,540	
49a	Off	Nolana Loop	FM 3428 (Raul Longoria)	0.25m E of FM 907	HC-132a	0921-02-169	2.25	Widen to 4 Lane Divided	County	$ 3,818,526	$ 457,983	$ 251,114	$ 326,449	$ 6,613,300	$ 5,022,280									$ 5.02	$ 5.02	65										4,964	
19	On	FM 3463	FM 2061 (McColl Rd)	US 281	HC-113	1802-02-008	3.746	Widen to 6 Lanes	TxDOT	$ 7,250,000	$ 870,000	$ 477,025	$ 620,333	$ 12,566,666	$ 9,540,503									$ 9.54	$ 9.54	78										28,950	
13	Off	Wisconsin Rd	7th street	2nd st	HC-254		0.4	Construct new 4 Lanes Urban	McAllen	$ 894,000	$ 107,280	$ 49,233	$ 82,351	$ 1,584,893	$ 1,176,443									$ 1.18	$ 1.18	19		√	1	0	-	-	20	-	4	2016	1,400	
49b	Off	Nolana Loop	0.25m E of FM 907	0.25m E of FM 1423	HC-132b	0921-02-169	2.3	Widen to 4 Lane Divided	County	$ 2,905,952	$ 348,476	$ 191,870	$ 248,391	$ 5,033,514	$ 3,821,403									$ 3.82	$ 3.82	67										4,964	
63	On	US 83	0.5 Mi E of Bus 83	FM 1427 (Abram)	HC-170b		1.6	Widen to 6 lanes	TXDOT	$ 3,912,000	$ 469,440	$ 257,396	$ 334,633	$ 6,780,796	$ 5,147,923									$ 5.15	$ 5.15	50										49,820	
24	On	FM 495	2nd St (McAllen)	US 281	HC-62a		1.9	Widen to 6 lane divided	McAllen	$ 9,535,500	$ 1,144,260	$ 564,063	$ 815,624	$ 16,465,450	$ 12,548,107									$ 12.55	$ 12.55	80							10%			2017	18,720	
12	Off	Mile 4 1/2 W Rd	US 83	Mile 9 N Rd	HC-244		0.8	Widen to 4 Lane Divided	Weslaco	$ 1,788,000	$ 214,560	$ 117,646	$ 152,916	$ 3,099,196	$ 2,352,886									$ 2.35	$ 2.35	65										4,660	
85	Off	Hutto Rd	US 83	Bus 83	HC-123		0.7	Widen to 4 Lane	Donna	$ 1,564,500	$ 187,740	$ 102,919	$ 133,826	$ 2,711,796	$ 2,058,375									$ 2.06	$ 2.06	60										8,330	
35b	On	FM 493 (La Blanca)	Mile 14 N Rd	SH 107	HC-34b		2.3	Widen to 4 Lane Divided	County	$ 6,670,000	$ 800,400	$ 438,863	$ 570,522	$ 11,561,327	$ 8,777,265									$ 8.78	$ 8.78	50			0	0		0				2013	6,610	
49d	Off	Nolana Loop	0.25m E of FM 493	FM 88	HC-132d	0921-02-169	2.55	Widen to 4 Lane Divided	County	$ 3,031,852	$ 363,822	$ 199,486	$ 259,331	$ 5,255,207	$ 3,989,736									$ 3.99	$ 3.99	62										4,964	
201b	On	SH 365 (Phase II) RCOW	FM 396 (Anzalduas Highway)	FM 1016 (Conway Rd)	RMA-1b	3627-01-002		Construct 4-lane controlled access toll facility	HCRMA	$ 32,462,829	$ 8,736,708	$ 1,413,214	$ -	$ 44,724,301	$ 8,736,708								$ 8.74		$ 8.74				3	0	Apr-12							
															$ 34,230,651										$ 89,673,047												
2030		FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030		FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030			FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030	FY 2026 - FY 2030
21	Off	Nolana Loop	FM 2220 (Ware Rd)	SH 336 (10th St)	HC-153a		2.25	Widen to 6 Lane	McAllen	$ 5,501,250	$ 1,099,140	$ 457,995	$ 595,399	$ 12,329,340	$ 10,213,384		$ 10.21								$ 10.21	80		√	9	0	-	-	90	-	3		17,550	

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION METROPOLITAN TRANSPORTATION PLAN PROJECT DATA

Line Numbers	System Sort	Roadway	From	To	MTP#	CSJ #	Project Length (mi)	Proposed Project Data: Type of Improvement	Proposed Project Data: Jurisdiction	Total Project Cost: Construction Cost 2013 dollars	Total Project Cost: ROW cost (12% 2011 const cost)	Total Project Cost: CE Cost (<$2 M 7.5%, $2-$10 M 5%, >$10 M 4.5%, of 2011 const cost)	Total Project Cost: Contingencies (<$2M 7%, $2-$25 M 6.5%, $25-$50 M 6%, >$50M 5% of 2011 const cost)	Total Project Cost: Total Project Cost	Total Project Cost: Year of Expenditure Dollars (YOE)	Funding Categories: Cat 1 Funding	Funding Categories: Cat 7 Funding (CE & Contingencies)	Funding Categories: Cat 9 Funding	Funding Categories: Cat 11 Funding	Funding Categories: Cat 12 Funding	Funding Categories: CBI - Eligible	Funding Categories: Earmark Funding	Funding Categories: Proposition 12 & 14	Funding Categories: Other Funds (Local, Bond, etc)	Funding Categories: TRINITY - Innovative Financing	Funding Categories: TOTAL	ject S: TOTAL SCORE	Months to Clear	ROW: MAP	ROW: # Parcels	ROW: % Completed	ROW: Date Completed	ROW: Months to Complete	PS&E: % Complete	PS&E: Date Completed	PS&E: Months to Complete	YEAR READY TO LET	ADT: AVG	ADT: LOS
41	Off	Bridge Ave	10th St	Pike Blvd	HC-93		1.1	Widen to 4 Lane	Weslaco	$ 2,905,500	$ 580,545	$ 241,894	$ 314,462	$ 6,511,776	$ 5,394,227		$ 5.39									$ 5.39	54											9,240	
102	Off	Trenton Rd	US 281	FM 1426 (Raul Longoria)	HC-177a		1.3	Construct 4 Lane	County	$ 2,905,500	$ 580,545	$ 241,894	$ 314,462	$ 6,511,776	$ 5,394,227		$ 5.39									$ 5.39	36											9,290	
116	Off	E Yuma Ave	Jackson Rd	McColl Rd	HC-248		0.6	Widen to 4 Lane Urban with siphon	McAllen	$ 1,341,000	$ 267,944	$ 111,643	$ 145,136	$ 3,005,435	$ 2,499,843		$ 2.49									$ 2.49	30		√	5	-	-	-	-	-	-	18		N/A	
86	Off	Sprague Ave	Sugar Rd	SH 336 (N 10th St)	HC-170		2.13	Widen to 4 Lane	Edinburg	$ 4,760,550	$ 951,200	$ 396,333	$ 515,233	$ 10,669,292	$ 8,838,232		$ 8.84									$ 8.84	30											3,630	
72	On	FM 2220 (Ware Rd)	Mile 5 N (Auburn Ave)	SH 107	HC-19a	2094-01-038 2094-01-039	2.6	Widen to 6 Lane Divided 2094-01-038, 2094-01-039	McAllen	$ 6,357,000	$ 762,840	$ 470,496	$ 611,644	$ 12,299,394	$ 10,492,051		$ 10.49									$ 10.49	65											9,270	
496	Off	Nolana Loop	0.25m E of FM 1423	0.25m E of FM 493	HC-152c	0921-02-169	2.8	Widen to 4 Lane Divided	County	$ 3,271,911	$ 392,629	$ 242,163	$ 314,810	$ 6,330,424	$ 5,400,399		$ 5.40						EV DIT for Arc & RAN			$ 5.40	67											6,964	
43	On	FM 676 (Mile 5 N)	SH 107 (Conway)	Taylor Rd	HC-117c	1064-01-028 1064-01-027	3	Widen to 4 Lane Divided	Alton / County	$ 6,705,000	$ 804,600	$ 496,252	$ 645,127	$ 12,972,697	$ 9,925,038		$ 9.93									$ 9.93	68											7,330	
29	Off	6th St (Weslaco)	Westgate Drive	Bus 83	HC-83		2.3	Widen to 4 Lane	Weslaco	$ 5,140,500	$ 616,860	$ 380,469	$ 494,598	$ 9,945,734	$ 7,609,196										$ 7.61	$ 7.61	64											10,130	
50	On	FM 494 (Shary Rd)	FM 676 (Mile 5 N)	SH 107	HC-37b		2.8	Widen to 4 Lanes Rev TIP 11/05, Added Project	Mission / Palmview / Alton	$ 5,849,500	$ 913,103	$ 380,469	$ 494,598	$ 10,241,877	$ 7,609,196										$ 7.61	$ 7.61	64											11,390	
87	Off	Border Ave	S 10th St (Mile 6 N)	Bus 83	HC-92		1.4	Widen to 4 Lane	Weslaco	$ 3,329,000	$ 619,719	$ 231,584	$ 301,059	$ 6,298,163	$ 5,164,327										$ 5.16	$ 5.16	30											6,103	
68	Off	Airport Drive (Weslaco)	Bus 83	US 83	HC-93		0.9	Widen to 4 Lane	Weslaco	$ 2,013,500	$ 241,380	$ 148,876	$ 193,538	$ 3,891,809	$ 2,977,511										$ 2.98	$ 2.98	48											11,470	
92	Off	Sugar Rd	SH 107	Schunior Ave	HC-171		0.5	Widen to 4 Lane	Edinburg	$ 1,317,500	$ 223,286	$ 139,554	$ 130,250	$ 2,560,250	$ 1,860,729										$ 1.86	$ 1.86	45											13,955	
88	On	FM 2062 (Bentsen Palm)	US 83 S	Bus 83	HC-18		0.85	Widen to 4 Lane Divided	Palmview / County	$ 1,899,750	$ 227,970	$ 140,605	$ 182,786	$ 3,675,597	$ 2,812,094										$ 2.81	$ 2.81	30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		6,350	
45	On	SP 115 (S 23rd St)	US 83	FM 1016 (Military Hwy)	HC-51a	1804-01-017	2.9	Widen to 6 Lane Divided Urb	Hidalgo	$ 13,461,538	$ 1,615,385	$ 896,686	$ 1,295,214	$ 25,945,476	$ 19,926,363										$ 19.93	$ 19.93	85											35,610	
57	On	FM 494 (Shary Rd)	FM 676 (Mile 5 N)	FM 1926 (Mile 3 N)	HC-37a	0964-01-056	2	Widen to 4 Lanes Rev TIP 11/05, Added Project	Palmview/ Alton	$ 4,470,000	$ 536,400	$ 330,835	$ 430,085	$ 8,648,464	$ 6,616,692										$ 6.62	$ 6.62	61											11,290	
90	Off	Jackson Ave	S Bicentennial Ave	S 2nd St	HC-130		0.85	Widen to 4 Lane	McAllen	$ 1,899,750	$ 227,970	$ 140,605	$ 182,786	$ 3,675,597	$ 2,812,094										$ 2.81	$ 2.81	76											8,179	
31	Off	Sunn Rd	FM	FM 1426 (Raul Longoria)	HC-167		0.8	Widen to 4 Lane	San Juan	$ 1,788,000	$ 214,560	$ 132,334	$ 172,034	$ 3,459,386	$ 2,646,677										$ 2.65	$ 2.65	59	n/a	0	0	0	n/a	n/a	0	n/a	n/a	n/a		4,150	
106b	On	FM 88	SH 107	0.2m N of FM 1925	HC-39eb	0694-02-043	1.65	Widen to 4 Lane Divided	County	$ 6,865,000	$ 823,800	$ 457,284	$ 660,522	$ 13,231,452	$ 10,161,877										$ 10.16	$ 10.16	30											6,100	
47	On	FM 907 (Alamo Rd)	SH 107	Nolana	HC-40		4.7	Widen to 4 Lane Divided	County	$ 10,504,500	$ 1,260,540	$ 699,715	$ 1,010,700	$ 20,246,143	$ 15,549,226										$ 15.55	$ 15.55	33											10,580	
70	On	FM 1925	FM 907 (Alamo Rd)	FM 493 (La Blanca)	HC-12		4.1	Widen to 4 Lane Divided	County	$ 9,163,500	$ 1,099,620	$ 610,390	$ 881,674	$ 17,661,531	$ 13,564,219										$ 13.56	$ 13.56	48											10,680	
56	On	US 83	0.25 Mi W of FM 2221	FM 1427	HC-178a		5.2	Widen to 6 lanes	TXDOT	$ 12,714,000	$ 1,525,680	$ 846,892	$ 1,223,289	$ 24,504,68	$ 18,819,826										$ 18.82	$ 18.82	59											41,370	
49	On	SH 107 (Conway)	FM 1924 (Mile 3 N)	FM 676 (Mile 5 N)	HC-225	0528-01-086	2	Widen to 6 lane divided REV 9/07 0528-01-086	Mission	$ 4,890,000	$ 586,800	$ 361,920	$ 470,496	$ 9,461,072	$ 7,238,395										$ 7.24	$ 7.24	65											21,050	
39	On	SH 107 (Conway)	FM 495	FM 1924 (Mile 3 N)	HC-224	0528-01-085	2	Widen to 6 lane divided REV 9/07 0528-01-085	Mission	$ 4,890,000	$ 586,800	$ 361,920	$ 470,496	$ 9,461,072	$ 7,238,395										$ 7.24	$ 7.24	68											27,580	
36b	On	SH 364 (La Homa)	FM 676	FM 2221	HC-182ab	2966-01-011	2	Construct 4 Lane Divided Urban Rev 5/07 2966-01-011	Palmview	$ 4,470,000	$ 536,400	$ 330,835	$ 430,085	$ 8,648,464	$ 6,616,692										$ 6.62	$ 6.62	73											11,970	
201b	On	SH 365 (Phase II)	FM 396 (Anzaldua Highway)	FM 1016 (Conway Rd)	RMA-1b	3627-01-002		Construct 4-lane controlled access toll facility	HCRMA	$ 32,462,629	$ 8,736,709	$ 1,413,214	$ -	$ 44,724,303	$ 34,428,333									$ 34.43		$ 34.43			3	0	Apr-12								
226	On	SH 365 (Ultimate Construction) PE	US 281 Military Highway	FM 1016 (Conway Rd)	RMA-1c			Expansion from a 4-lane to 6-lane controlled access toll facility (constructing an additional 2-lanes)	HCRMA	$ 75,371,557	$ -	$ 4,899,351	$ -	$ 85,242,974	$ 3,841,693									$ 3.84		$ 3.84			3	0	Apr-12								
																	$ 84,147,001								$ 139,223,599												

2035		FY 2031 - FY 2035	FY 2031 - FY 2035	FY 2031 - FY 2035				FY 2031 - FY 2035		FY 2031 - FY 2035		FY 2031 - FY 2035			FY 2031 - FY 2035									FY 2031 - FY 2035																FY 2
37	Off	Mile 10 North	Westgate (Mile 6 W)	FM 1015	HC-264		3	Widen to 4 lanes - Urban	Weslaco	$ 6,705,000	$ 1,829,972	$ 543,390	$ 784,896	$ 16,373,945	$ 13,403,612		$ 13.40									$ 13.40	55											770	
84	On	US 83	@ Bicentennial		HC-58		0.5	Construct and modify ramps	McAllen	$ 972,750	$ 236,474	$ 131,399	$ 122,631	$ 2,436,829	$ 1,751,863		$ 1.75									$ 1.75	45											19,440	
215	Off	Liberty Blvd (Phase II)	Mile 3 Rd	FM 2221	HC-284b		3.8	Widen to 4 lanes with dedicated left turn lane	County	$ 7,600,000	$ 1,847,545	$ 615,923	$ 889,666	$ 18,559,581	$ 15,192,786		$ 15.19									$ 15.19																	
217	Off	Mile 3 N (Phase II)	Tom Gill Road	FM 2221	HC-286b		2.5	New Location 2 Lane Rural Roadway	County	$ 4,100,000	$ 996,342	$ 369,193	$ 474,951	$ 10,048,964	$ 8,233,012		$ 8.23									$ 8.23			22	0%			0%	Feb-15			10,500	
78	Off	Mile 6 W Rd	Mile 11 N	SH 107	HC-148b	0921-02-168	5.5	Widen to 4 Lane	Weslaco	$ 10,428,066	$ 1,512,583	$ 845,116	$ 1,220,723	$ 24,643,408	$ 20,846,197		$ 20.85									$ 20.85	35											5,670	
75	Off	Schunior Ave	Sugar Rd	4th St	HC-166		0.52	Widen to 4 Lane	Edinburg	$ 1,162,200	$ 190,866	$ 119,293	$ 111,339	$ 2,691,104	$ 2,323,68		$ 2.32									$ 2.32	31											10,330	
53	On	FM 1925	FM 493 (La Blanca)	FM 88	HC-13		2.7	Widen to 4 Lane Divided	County	$ 6,034,500	$ 724,140	$ 489,051	$ 706,407	$ 13,993,714	$ 10,867,794										$ 10.87	$ 10.87	57											6,790	
204	On	FM 493 High Water Bridge	Southern BWC Floodway Levee	Northern BWC Floodway Levee	HC-275		0.48	High water bridge over the BWC floodway along FM 493	TxDOT	$ 13,003,200	$ -	$ 1,333,407	$ 2,074,189	$ 30,134,696	$ 23,418,029										$ 23.42	$ 23.42													
97	On	FM 1925	FM 88 E	FM 493 (Mile 1 W)	HC-14		4	Widen to 4 Lane Divided	County	$ 8,940,000	$ 1,932,052	$ 724,520	$ 1,046,528	$ 21,590,681	$ 16,100,435										$ 16.10	$ 16.10	40											3,968	
98	On	FM 2220 (Ware Rd)	SH 107	FM 1925 (Monte Cristo)	HC-20	2094-01-902	2	Widen to 4 Lane Divided 2094-01-902	McAllen	$ 4,470,000	$ 966,026	$ 402,513	$ 523,264	$ 10,855,591	$ 8,050,217										$ 8.05	$ 8.05	40											3,230	
69	On	SH 336 (10th st)	S 2nd St	US 281 Military Hwy (widening of Bridge)	HC-47	0621-01-095	4.8	Widen to 6 Lanes Divided 2966-01-009	McAllen/Hidalgo County	$ 13,736,000	$ 2,536,305	$ 951,114	$ 1,373,832	$ 28,343,206	$ 21,135,873										$ 21.14	$ 21.14	48											12,650	
104	On	FM 676 (Mile 5 N)	FM 492 (Dorffing)	SH 364 (La Homa Rd)	HC-117a		1.5	Widen to 4 Lane Rev TIP 05/06 Revised Estimate	Alton / County	$ 3,352,500	$ 724,520	$ 301,883	$ 392,448	$ 8,126,695	$ 6,037,664										$ 6.04	$ 6.04	35											5,580	
216	Off	Bicentennial Blvd Interchange @ 83	0.5 Mi West of Bicentennial Blvd	0.5 Mi East of Bicentennial Blvd	HC-285		1	Reconstruction to elevate the main lanes of US 83	McAllen	$ 25,000,000	$ 3,000,000	$ 1,350,000	$ 2,700,000	$ 40,380,000	$ 30,000,000										$ 30.00	$ 30.00												23,767	
75	Off	Schunior Ave	Sugar Rd	4th St	HC-166		0.52	Widen to 4 Lane	Edinburg	$ 1,162,200	$ 190,866	$ 119,293	$ 111,339	$ 2,188,594	$ 2,093,057										$ 2.09	$ 2.09	31											10,330	
64	Off	Alberta Rd	McColl Rd	US 281	HC-87		2.07	Widen to 4 Lane	Edinburg	$ 4,626,450	$ 719,794	$ 316,581	$ 411,555	$ 8,522,355	$ 6,231,975										$ 8.33	$ 8.33	48											N/A	
226	On	SH 365 (Ultimate Construction)	US 281 Military Highway	FM 1016 (Conway Rd)	RMA-1c			Expansion from a 4-lane to 6-lane controlled access toll facility (constructing an additional 2-lanes)	HCRMA	$ 75,371,557	$ -	$ 4,899,351	$ -	$ 85,242,974	$ 81,401,293									$ 81.40		$ 81.40													
																	$ 81,793,136								$ 126,891,842												

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION METROPOLITAN TRANSPORTATION PLAN PROJECT DATA

Line Numbers	System Sort	Roadway	From	To	MTP#	CSJ #	Project Length (mi)	Proposed Project Data: Type of Improvement	Proposed Project Data: Jurisdiction	Total Project Cost: Construction Cost 2013 dollars	Total Project Cost: ROW cost (1276.2011 cotton cost)	Total Project Cost: CE Cost (+82 M 5.4%, 83 $10 M 5%, +$10 M 4.8%, of 2011 cotton cost)	Total Project Cost: Contingencies (+$258.75k, $2 $25 M 4.5%, $25-$50 M 5%, +$50M 7%, of 2010 cotton cost)	Total Project Cost: Total Project Cost	Total Project Cost: Year of Expenditure Dollars (YOE)	Funding Categories: Cat 1 Funding	Cat 7 Funding (CE & Contingencies)	Cat 9 Funding	Cat 11 Funding	Cat 12 Funding	CBI - Eligible	Earmark Funding	Proposition 12 & 14	Other Funds (Local, Bond, Etc)	TRENDS - Innovative Planning	TOTAL	Project Score: TOTAL SCORE	Months in Chart	ROW: MAP	ROW: # Parcels	ROW: % Completed	ROW: Date Completed	ROW: Months to Complete	PS&E: % Complete	PS&E: Date Completed	PS&E: Months to Complete	YEAR READY TO LET	ADT: AVG	ADT: LOS
EARMARKS ONLY																																						
106	Off	Thomas Road	McColl Rd	FM 2557 (Stewart Rd)	HC-268		3.95	Construct 52 foot urban roadway with curb and gutter	County	$ 11,600,000	$ 1,392,000	$ 580,000	$ 812,000	$ 15,532,404								$ 0.70				$ 0.70	20												
																$ 0.72	$ 294.24	$ 1.22	$ 4.44	$ 179.81	$ 46.22	$ 11.81	$ 25.52	$ 291.94	$ 356.75												
																Cat 1	Cat 7	Cat 9	Cat 11	Cat 12	CBI	Earmark	Proposition 12	Other Funds(Local, bonds)	Trends												
UNFUNDED PROJECTS																																						
18	Off	Nolana Loop	SH 336 (10th St)	FM 2061 (McColl Rd)	HC-155b		1.1	Widen to 6 Lane Rev TIP 11105, changed limits & cost	McAllen	$ 2,689,500	$ 322,740	$ 134,475	$ 174,818	$ 3,620,963												$ -	80		√	20	0	-	-	90	-	3		37,550	
21	On	Pharr Intl Bridge	At Pharr/Reynosa Intl bridge		HC-231c	0921-02-255		Improvements (cold storage) at Pharr/Reynosa Intl bridge	County	$ 352,000	$ 42,240	$ 26,400	$ 24,640	$ 484,352												$ -													
30	Off	Trenton Rd	SH 336 (10th St)	FM 2061 (McColl Rd)	HC-252		0.5	Widen 6 lanes divided with landscaped median	Edinburg/ McAllen	$ 1,222,500	$ 146,700	$ 91,688	$ 85,575	$ 1,682,360												$ -	63		√	3	0	-	-	69%	-	12	2017	22,270	
44	On	FM 907 (Alamo Rd)	FM 1925 (Monte Cristo)	SH 107	HC-42		2.5	Widen to 4 Lanes	County	$ 5,587,500	$ 670,500	$ 279,375	$ 363,188	$ 7,520,775												$ -	30												6,230	
46	On	SH 107	US 281 East	East of FM 493 (La Homa)	HC-227	0342-01-074	3	Construct 6 lane Divided Road REV 0107 0342-01-074	Edinburg / county	$ 12,500,000	$ 1,500,000	$ 562,500	$ 812,500	$ 16,762,500												$ -	78												21,200	
50	Off	Cesar Chavez	Taren Rd	Ridge Rd	HC-99		2.7	Widen to 4 Lane	Alamo	$ 6,834,500	$ 724,140	$ 301,725	$ 392,243	$ 8,322,433												$ -	61												10,000	
58	Off	Bryan Rd	FM 676 (Mi 5 N)	FM 493	HC-94		4	Widen to 4 Lane Divided	Alton/Palmhur st/Mission	$ 8,940,000	$ 1,072,800	$ 447,000	$ 581,100	$ 12,033,240												$ -	55												4,110	
61	Off	Taren Rd (La Vista Ave)	FM 2061 (McColl Rd)	US 281	HC-168		1.8	Widen to 4 Lane	McAllen / Pha / County	$ 4,023,000	$ 482,760	$ 201,150	$ 261,495	$ 5,414,955												$ -	53		√	6	-	-	-	-	-	-	-	3,090	
62	Off	Mile 17 N Rd	Mile 6 West	FM 493	HC-139		5.7	Widen to 4 Lane	County	$ 12,739,500	$ 1,528,740	$ 573,278	$ 828,068	$ 17,083,678												$ -	50												3,066	
65	Off	Pike Blvd	Mile 6 W (Westgate)	US 83	HC-159		1.9	Widen to 4 Lane Divided	Weslaco	$ 4,246,500	$ 509,580	$ 212,325	$ 276,023	$ 5,715,780												$ -	48												10,620	
71	Off	Daffodil Ave	Taylor Rd	FM 2220 (Ware Rd)	HC-102		1.01	Widen to 4 Lane	McAllen / Mission	$ 2,257,350	$ 270,882	$ 112,868	$ 146,728	$ 3,038,385												$ -	46		√	4	-	-	-	-	-	12		6,810	
73	On	FM 1925	FM 2220 (Ware Rd)	FM 2061 (McColl Rd)	HC-9	1803-01-900	3.5	Widen to 4 Lane Divided 1803-01-900	Edinburg	$ 7,822,500	$ 938,700	$ 391,125	$ 508,463	$ 10,529,088												$ -	45												14,090	
345	Off	Mile 6 W Rd	Mile 9 N	Mile 11 N	HC-140bb	0921-02-168	2	Widen to 4 Lane	Weslaco	$ 4,474,588	$ 536,951	$ 223,729	$ 290,848	$ 6,022,795												$ -	35												5,670	
77	Off	Freddy Gonzalez	SH 336 (10th St)	FM 2061 (McColl Rd)	HC-120		1.13	Widen to 4 Lane	Edinburg	$ 2,525,550	$ 303,066	$ 126,278	$ 164,163	$ 3,399,390												$ -	29												7,590	
89	On	FM 493	Conway Ave	FM 1926 (23rd Street)	HC-625		5.1	Widen to 6 lane divided	McAllen	$ 12,469,500	$ 1,496,340	$ 561,128	$ 810,319	$ 16,723,608												$ -	78												23,767	
91	Off	FM 493	FM 1423 (Val Verde)	FM 1015	HC-44		9	Extend 2 Lane FM Road	County	$ 17,309,500	$ 2,101,140	$ 787,928	$ 1,138,119	$ 23,480,240												$ -	63												N/A	
93	Off	Roosevelt (Mile 12 1/2 N rd)	FM 1423	FM 88	HC-160		3.3	Widen to 4 Lane	County	$ 11,845,500	$ 1,421,460	$ 533,048	$ 769,958	$ 15,884,816												$ -	42	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	130	
94	Off	Wisconsin Rd	Main street	SH 336 (10th St)	HC-255		0.385	Construct new 4 Lanes Urban	McAllen	$ 860,475	$ 103,257	$ 64,536	$ 60,233	$ 1,384,014												$ -	40		√	2	-	-	6					N/A	
95	Off	Cesar Chavez	FM 2128 (Schunior)	Taren Rd	HC-100		6.3	Widen to 4 Lane	County	$ 14,080,500	$ 1,689,660	$ 633,623	$ 915,233	$ 18,885,955												$ -	40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6,060	
96	Off	FM 492	US 83	FM 2221	HC-123		6.5	Widen to 4 Lane	County	$ 14,527,500	$ 1,743,300	$ 653,738	$ 944,288	$ 19,481,370												$ -	40												7,695	
99	On	FM 492 (Dufflog)	FM 1924 (Mile 3 N)	FM 2221	HC-50		4	Widen to 4 Lane Divided	Palmview	$ 8,940,000	$ 1,072,800	$ 447,000	$ 581,100	$ 12,033,240												$ -	40												5,905	
100	Off	Violet Ave (Minnesota)	FM 2061 (McColl Rd)	US 281	HC-180		1.8	Widen to 4 Lane	McAllen	$ 4,023,000	$ 482,760	$ 201,150	$ 261,495	$ 5,414,955												$ -	39												1,210	
101	Off	Mile 6 N (10th St)	FM 88	Mile 2 W	HC-146		3.2	Widen to 4 Lane	Weslaco / Mercedes	$ 7,152,000	$ 858,240	$ 357,600	$ 464,880	$ 9,626,592												$ -	37												7,695	
103	Off	Jackson Rd	FM 1925 (Monte Cristo)	Chapin Rd	HC-132		1.5	Widen to 4 Lane	Edinburg	$ 3,352,500	$ 402,300	$ 167,625	$ 217,913	$ 4,512,463												$ -	35												N/A	
105	Off	Victoria Rd	Mile 10 N Rd	US 83	HC-179		1.5	Widen to 4 Lane	Donna / county	$ 3,352,500	$ 402,300	$ 167,625	$ 217,913	$ 4,512,463												$ -	35												N/A	
107	On	FM 2993 (N Conway)	FM 1925 (Monte Cristo)	SH 107	HC-25		3	Widen to 4 Lane Rural	County	$ 6,705,000	$ 804,600	$ 335,250	$ 435,825	$ 9,024,930												$ -	35												6,630	
108	On	FM 3072 (Dicker Rd)	S Cage Blvd	FM 907 (Alamo Rd)	HC-26		4	Widen to 4 Lane Divided	County / Pharr	$ 8,940,000	$ 1,072,800	$ 447,000	$ 581,100	$ 12,033,240												$ -	35												4,877	
109	Off	Sugar Rd	FM 495	Sam Houston Blvd	HC-174		2	Widen to 4 Lane Divided	Pharr	$ 4,470,000	$ 536,400	$ 223,500	$ 290,550	$ 6,016,620												$ -	33												6,060	
110	On	FM 491 (Base Line)	Mile 10 N Rd	SH 107	HC-28		6.5	Widen to 4 Lane Divided	La Villa / county	$ 14,527,500	$ 1,743,300	$ 653,738	$ 944,288	$ 19,481,370												$ -	33												2,015	
111	On	FM 2221	Java Chimo	FM 492 (Dufflog)	HC-21		6.27	Widen to 4 Lane Divided Rural	La Joya	$ 14,013,450	$ 1,681,614	$ 630,605	$ 910,874	$ 18,792,036												$ -	33												8,325	
112	Off	Daffodil Ave	FM 2220 (Ware Rd)	FM 1926 (23rd Street)	HC-81		1	Widen to 4 Lane	McAllen	$ 2,235,000	$ 268,200	$ 111,750	$ 145,275	$ 3,008,310												$ -	32												5,160	
113	On	FM 1925	FM 2993 (N Conway)	FM 2220 (Ware Rd)	HC-11		3.6	Widen to 4 Lane Rural	County	$ 8,046,000	$ 965,520	$ 402,300	$ 522,990	$ 10,829,910												$ -	32												6,285	
114	Off	Hall Acres	2nd St (McAllen)	S Cage Blvd	HC-123		2.4	Widen to 4 Lane	McAllen/ Pharr	$ 5,364,000	$ 643,680	$ 268,200	$ 348,660	$ 7,219,944												$ -	31												5,356	
115	On	Military Hwy	S Cage Blvd	Mile 3 E - Cameron County Line	HC-53	0220-01-901, 0220-01-902	22.1	Widen to 4 Lane Divided Rural 0220-01-901, 902 903, 0220-02-[illegible]	County	$ 49,395,300	$ 5,927,220	$ 2,222,708	$ 4,445,415	$ 67,471,523												$ -	31												7,964	
117	Off	Owassa Rd	Frontl	Cesar Chavez	HC-136b		2.2	Widen to 4 Lane	Pha/SJ/Co	$ 4,917,000	$ 590,040	$ 245,850	$ 319,605	$ 6,618,285												$ -	30												N/A	
118	Off	Dicker Rd TMMP	Spur 115	Jackson Rd	HC-104		2.5	Widen to 4 Lane Divided	County	$ 5,587,500	$ 670,500	$ 279,375	$ 363,188	$ 7,520,775												$ -	30												N/A	
119	On	FM 1423	SH 107	MILE 9 N	HC-6		6	Widen to 4 Lane Divided	County	$ 13,410,000	$ 1,609,200	$ 603,450	$ 871,650	$ 17,982,810												$ -	30												2,195	
120	On	FM 493 (Base Line)	SH 107	FM 1925 (Monte Cristo)	HC-29		1.5	Widen to 4 Lane Divided	La Villa	$ 3,352,500	$ 402,300	$ 167,625	$ 217,913	$ 4,512,463												$ -	30												2,995	

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION METROPOLITAN TRANSPORTATION PLAN PROJECT DATA

Line Numbers	System Sort	Roadway	From	To	MTP#	CSJ #	Project Length (mi)	Proposed Project Data		Total Project Cost					Year of Expenditure Dollars (YOE)	Funding Categories											ect S	Months to Clear	ROW					PS&E			YEAR READY TO LET	ADT	
								Type of Improvement	Jurisdiction	Construction Cost 2013 dollars	ROW cost (12% 2011 const cost)	CE Cost (+32 M 7.5%, $2.510 M 5%, +510 M 4.5%, of 2011 const cost)	Contingencies (+$2M 7%, $2-$25 M 6.5%, $25-$50 M 5%, +$50M 3% of 2010 const cost)	Total Project Cost		Cat 1 Funding	Cat 7 Funding (CE & Contingencies)	Cat 9 Funding	Cat 11 Funding	Cat 12 Funding	CBI - Eligible	Earmark Funding	Proposition 12 & 14	Other Funds (Local, Rural, etc)	TRENDS - Innovative Planning	TOTAL	TOTAL SCORE		MAP	# Parcels	% Completed	Date Completed	Months to Complete	% Complete	Date Completed	Months to Complete		AVG	LOS
121	On	Goodson Rd	US 83	FM 1924 (Mile 3 N)	HC-31		2.2	Widen to 4 Lane	County	$ 4,917,000	$ 590,040	$ 245,850	$ 319,605	$ 6,818,282												$ -	30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
122	On	FM 1015	SH 107	FM 1925	HC-3		3.5	Widen to 4 Lane Divided	Edcouch	$ 3,352,500	$ 402,300	$ 167,625	$ 217,913	$ 4,512,465												$ -	30											3,490	
123	Off	Taylor Rd	Bus 83	FM 1924 (Mile 5 N)	HC-257		3	Widen 4 lanes with left turn lane	McAllen	$ 6,705,000	$ 804,600	$ 335,250	$ 435,825	$ 9,024,930												$ -	29											7,275	
124	Off	Pleasantview Dr (Mile 3 1/2 W Rd)	Mile 9 N	Mile 9 N	HC-243		4	Widen to 4 Lane Divided	Weslaco	$ 8,940,000	$ 1,072,800	$ 447,000	$ 581,100	$ 12,033,240												$ -	29											2,090	
125	Off	Mile 11 N Rd	Mile 6 West	FM 491	HC-137		6	Widen to 4 Lane	County	$ 13,410,000	$ 1,609,200	$ 603,450	$ 871,650	$ 17,982,810												$ -	29											3,450	
126	Off	Mile 6 1/2 W Rd	Mile 12 North	Mile 5 N Rd	HC-145		7	Widen to 4 Lane	Weslaco / County	$ 15,645,000	$ 1,877,400	$ 704,025	$ 1,016,925	$ 20,979,945												$ -	29											5,835	
127	Off	Owassa Rd	US 281	Ivood	HC-8566		0.9	Widen to 4 Lane	Pite/S/Co	$ 2,011,500	$ 241,380	$ 100,575	$ 130,748	$ 2,707,479												$ -	29											N/A	
128	Off	Tower Rd	US 83	SH 107	HC-176		7.2	Widen to 4 Lane	Alamo	$ 16,092,000	$ 1,931,040	$ 724,140	$ 1,045,980	$ 21,579,372												$ -	28											4,510	
129	Off	Abram Rd	Bus 83	FM 2221	HC-84		7	Widen to 4 Lane	Palmview / County	$ 15,645,000	$ 1,877,400	$ 704,025	$ 1,016,925	$ 20,979,945												$ -	28	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
130	Off	Trenton Rd	FM 1426 (Raul Longoria)	FM 1423 (Val Verde)	HC-1776		4.3	Construct 4 Lane	County	$ 9,810,500	$ 1,153,260	$ 480,525	$ 624,683	$ 12,935,733												$ -	28											2,150	
131	On	FM 1016 (S Conway)	US 83	Military Hwy	HC-4		2.15	Widen to 6 Lanes	Mission / county	$ 5,256,750	$ 630,810	$ 262,838	$ 341,689	$ 7,075,586												$ -	28											10,733	
132	Off	Sugar Rd	Schunior Ave	FM 1925	HC-172		3	Widen to 4 Lane	County	$ 4,470,000	$ 536,400	$ 223,500	$ 290,550	$ 6,016,620												$ -	27											6,885	
133	Off	Bicentennial Blvd	Nolana Ave	Dove Ave	HC-90		1	Construct new 4 Lane Divided	McAllen	$ 2,235,000	$ 268,200	$ 111,750	$ 145,275	$ 3,008,310												$ -	27											N/A	
134	On	FM 907 (Alamo Rd)	Ridge Rd	Military Hwy	HC-41		6	Widen to 4 Lane Divided	County	$ 13,410,000	$ 1,609,200	$ 603,450	$ 871,650	$ 17,982,810												$ -	27											4,274	
135	Off	Wisconsin Rd	25 miles E of 2nd St	US 281	HC-182		2.9	Widen to 4 Lane	Edinburg	$ 6,481,500	$ 777,780	$ 324,075	$ 421,298	$ 8,724,099												$ -	26											740	
136	Off	Bentsen Palm Drive	1 Mile Line Rd	US 83	HC-88		0.2	Widen to 4 Lane	Palmview	$ 447,000	$ 53,640	$ 33,525	$ 31,290	$ 615,072												$ -	26											9,570	
137	Off	Monkhack	SH 107	FM 1925	HC-260		2.5	Widen to 4 lane	Edinburg	$ 5,587,500	$ 670,500	$ 279,375	$ 363,188	$ 7,520,775												$ -	25											2,320	
138	Off	8th St	Mile 5 1/2 W Rd	Airport Dr	HC-247		1.5	Widen to 4 Lane Divided	Weslaco	$ 3,352,500	$ 402,300	$ 167,625	$ 217,913	$ 4,512,465												$ -	25											3,273	
139	Off	Owassa Rd	Cesar Chavez	FM 1423 (Val Verde)	HC-157		3	Widen to 4 Lane	County	$ 6,705,000	$ 804,600	$ 335,250	$ 435,825	$ 9,024,930												$ -	25											N/A	
140	Off	Mile 12 N Rd	Mile 6 West	FM 1015	HC-138		3	Widen to 4 Lane	County	$ 6,705,000	$ 804,600	$ 335,250	$ 435,825	$ 9,024,930												$ -	25											3,890	
141	Off	Los Ebanos Rd	FM 1924 (3 Mile N)	Bus 83	HC-135		3	Widen to 4 Lane	Palmhurst/Ma. sion/County	$ 6,705,000	$ 804,600	$ 335,250	$ 435,825	$ 9,024,930												$ -	25											4,593	
142	Off	Alberta Rd	I road	FM 1423 (Val Verde)	HC-866		5.1	Widen to 4 Lane	County	$ 11,398,500	$ 1,367,820	$ 512,933	$ 740,903	$ 15,285,389												$ -	25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2,610	
143	Off	Nebraska Ave (Alamo)	Cesar Chavez	Border Ave	HC-151		2.5	Widen to 4 Lane	Alamo	$ 5,587,500	$ 670,500	$ 279,375	$ 363,188	$ 7,520,775												$ -	25											N/A	
144	Off	Goodson Rd	Bus 83	FM 492	HC-122		1	Widen to 4 Lane	County	$ 2,235,000	$ 268,200	$ 111,750	$ 145,275	$ 3,008,310												$ -	25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2,300	
145	Off	Bicentennial Blvd	Dove Ave	Trenton Rd	HC-89		1	Construct new 4 Lane	McAllen	$ 2,235,000	$ 268,200	$ 111,750	$ 145,275	$ 3,008,310												$ -	25											N/A	
146	On	FM 2062 (Bentsen Palm)	Bus 83 S	Bentsen State Park	HC-17		2.7	Widen to 4 Lane Divided	County	$ 6,034,500	$ 724,140	$ 301,725	$ 392,243	$ 8,122,437												$ -	25											N/A	
147	On	FM 491 (Base Line)	US 83	Mile 10 N Rd	HC-43		3	Widen to 4 Lane Divided	Mercedes	$ 6,705,000	$ 804,600	$ 335,250	$ 435,825	$ 9,024,930												$ -	25											4,720	
148	On	FM 493 (La Blanca)	SH 107	FM 1925 (Monte Cristo)	HC-33		1.9	Widen to 4 Lane Divided	La Blanca	$ 4,246,500	$ 509,580	$ 212,325	$ 276,023	$ 5,745,784												$ -	25											5,300	
149	On	FM 1425	US 83	Mile 9 N Rd	HC-5		1.8	Widen to 4 Lane Rural	County	$ 4,023,000	$ 482,760	$ 201,150	$ 261,495	$ 5,434,950												$ -	25											5,860	
150	Off	Seminary Rd	FM 1925	FM 2812 (W of US 281)	HC-263		2.85	Widen to 4 lane	Edinburg	$ 6,369,750	$ 764,370	$ 318,488	$ 414,034	$ 8,573,686												$ -	24											1,865	
151	Off	Russell Rd	Bus 281 (Cleaner)	Doolittle Road	HC-262		1.3	Widen to 4 lane	Edinburg	$ 2,905,500	$ 348,660	$ 145,275	$ 188,858	$ 3,910,803												$ -	24											N/A	
152	Off	Doolittle Rd	FM 2128 (Richardson Road)	FM 1925	HC-261		2	Widen to 4 lane	Edinburg	$ 4,470,000	$ 536,400	$ 223,500	$ 290,550	$ 6,016,620												$ -	24											3,650	
153	Off	Doolittle Rd	FM 1925	FM 2812	HC-227a		3.5	Widen to 4 Lane Divided w/ Be	Edinburg / County	$ 7,822,500	$ 938,700	$ 391,125	$ 508,463	$ 10,529,093												$ -	24											3,790	
154	Off	Schunior Ave	MonMack Rd	Sugar Rd	HC-164		1.5	Widen to 4 Lane	Edinburg	$ 3,352,500	$ 402,300	$ 167,625	$ 217,913	$ 4,512,465												$ -	24											5,675	
155	On	FM 2812	US 281	2 mi E of US 281	HC-24		2	Widen to 4 Lane with left turn lane	Edinburg	$ 6,000,000	$ 720,000	$ 300,000	$ 390,000	$ 8,076,000												$ -	24											4,740	
156	On	FM 1924 (Mile 3 N)	Jara Chimas	FM 492	HC-143		6.3	Widen to 4 Lane	County	$ 14,080,500	$ 1,689,660	$ 633,623	$ 915,233	$ 18,881,951												$ -	23											6,895	
157	Off	FM 676 (Mile 5 N)	Jara Chimas	FM 492	HC-143		6.3	Extend 2 Lane FM Road	County	$ 12,256,650	$ 1,470,798	$ 551,549	$ 796,682	$ 16,436,366												$ -	23											N/A	
158	On	FM 495 Ext (Mile 1 N)	FM 495	SH 364 (La Homa Rd)	HC-50	0865-01-082	3	Reconstruct to New 4 Lane Divided 0865-01-082	Palmview	$ 6,705,000	$ 804,600	$ 335,250	$ 435,825	$ 9,024,930												$ -	23											5,185	
159	On	SP 433 (Main St-Donna)	US 83	Bus 83	HC-169		0.8	Widen to 4 Lane Divided	Donna	$ 1,788,000	$ 214,560	$ 134,100	$ 123,360	$ 2,460,288												$ -	22											10,590	
160	Off	El Gato Rd	S Cage Blvd	FM 907 (Alamo Rd)	HC-124		3.8	Widen to 4 Lane	Pharr / San Juan	$ 8,493,000	$ 1,019,160	$ 424,650	$ 552,045	$ 11,433,570												$ -	21											3,750	
161	Off	Military Hwy	FM 494 (Shary Rd)	FM 1427 (Abram)	HC-149		6	Construct 4 Lane	Mission	$ 13,410,000	$ 1,609,200	$ 603,450	$ 871,650	$ 17,982,810												$ -	21											11,240	
162	Off	Paso del Norte	Bus 83	2nd St	HC-242		0.3	Widen to 4 Lane Divided	Weslaco	$ 670,500	$ 80,460	$ 50,288	$ 46,935	$ 922,809												$ -	20											N/A	
163	On	Ware Rd (Wallace Rd Extension)	Mile 11 N	Mile 12 N	HC-259		1	New 4 Lanes Urban	McAllen	$ 2,235,000	$ 268,200	$ 111,750	$ 145,275	$ 3,008,310												$ -	20											290	
164	Off	Taylor Rd	FM 1924 (Mile 3 N)	FM 676 (Mile 5 N)	HC-258		2	Widen 4 lanes with left turn lane	McAllen	$ 4,470,000	$ 536,400	$ 223,500	$ 290,550	$ 6,016,620												$ -	20											3,260	
165	Off	29th St (Mile 5 1/2 N Rd)	S. Bridge St	FM 1015	HC-246		1.5	Widen to 4 Lane Divided	Weslaco	$ 3,352,500	$ 402,300	$ 167,625	$ 217,913	$ 4,512,465												$ -	20											N/A	

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION METROPOLITAN TRANSPORTATION PLAN PROJECT DATA

	Line Numbers	System Sort	Roadway	From	To	MTP#	CSJ #	Project Length (mi)	Proposed Project Data		Total Project Cost						Year of Expenditure Dollars (YOE)	Funding Categories											ect S	Months in Const	ROW					PS&E			YEAR READY TO LET	ADT	
									Type of Improvement	Jurisdiction	Construction Cost 2013 dollars	ROW cost (12% 2011 const cost)	CE Cost (+$2 M 7.5%, $2-$10 M 5%, >$10 M 4.5%, of 2011 const cost)	Contingencies (+$2M 7%, $2-$25 M 6.5%, $25-$50 M 8%, >$50M 7% of 2018 const cost)	Total Project Cost		Cat 1 Funding	Cat 7 Funding (CE & Contingencies)	Cat 9 Funding	Cat 11 Funding	Cat 12 Funding	CBI - Eligible	Earmark Funding	Proposition 12 & 14	Other Funds (Local, Rural, etc)	TRENDS - Innovative Planning	TOTAL	TOTAL SCORE		MAP	# Parcels	% Completed	Date Completed	Months to Complete	% Complete	Date Completed	Months to Complete		AVG	LOS
166		Off	Border Ave	Dun 83	Mile 10 N Rd	HC-245		2.6	Widen to 4 Lane Divided	Weslaco	$ 5,811,000	$ 697,320	$ 290,550	$ 377,715	$ 7,825,606												$ -	20											5,640	
167		Off	Moore Field Rd	FM 2223	US 83	HC-130		6.5	Widen to 4 Lane	County	$ 14,527,500	$ 1,743,300	$ 653,738	$ 944,288	$ 19,481,376												$ -	20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
168		Off	Inspiration Rd	2 Mile Line Rd	US 83	HC-129		2.9	Widen to 4 Lane	Mission	$ 6,481,500	$ 777,780	$ 324,075	$ 421,298	$ 8,724,099												$ -	20											N/A	
169		Off	Delta Blvd	US 83	Mile 9 N Rd	HC-226		0.8	Construct new 4 Lane	Weslaco	$ 1,788,000	$ 214,560	$ 134,100	$ 123,360	$ 2,460,200												$ -	20											N/A	
170		Off	Tower Rd	Dun 83	Ridge Rd	HC-175		0.75	Widen to 4 Lane	Alamo	$ 1,676,250	$ 201,150	$ 125,719	$ 117,338	$ 2,306,525												$ -	20											6,990	
171		On	FM 1925	FM 491 (Mile 3 W)	Cameron County Line	HC-15		4.1	Construct new 4 Lane Divided arterial	County	$ 9,363,500	$ 1,099,620	$ 458,175	$ 595,628	$ 12,334,071												$ -	20											N/A	
172		On	Jara Chimn	FM 2221	US 83	HC-23		6.26	Widen to 4 Lane Divided Rural	La Joya	$ 13,991,100	$ 1,678,932	$ 629,600	$ 909,422	$ 18,762,065												$ -	20											3,120	
173		Off	Taylor Rd	US 83	Dun 83	HC-256		1	Widen 4 lanes with left turn lane	McAllen	$ 2,235,000	$ 268,200	$ 111,750	$ 145,275	$ 3,008,310												$ -	19											N/A	
174		Off	Russell Rd	Doolittle	FM 907 (Alamo Rd)	HC-161		3.5	Widen to 4 Lane	County	$ 3,352,500	$ 402,300	$ 167,625	$ 217,913	$ 4,512,463												$ -	19	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
175		Off	Wichita Ave	SH 336 (S 10th St)	2nd St	HC-193		0.6	Widen to 4 Lane	McAllen	$ 1,341,000	$ 160,920	$ 100,575	$ 93,870	$ 1,845,236												$ -	19											6,000	
176		Off	Unified (Hobbs)	Ware Rd	FM 1926 (Depot Rd)	HC-138		1.2	Construct New 4 Lane	McAllen	$ 2,682,000	$ 321,840	$ 134,100	$ 174,330	$ 3,609,972												$ -	19											N/A	
177		Off	Colbath Ave	FM 2220	Taylor Rd	HC-101		1	Widen to 4 Lane	McAllen	$ 2,235,000	$ 268,200	$ 111,750	$ 145,275	$ 3,008,310												$ -	18											N/A	
178		Off	Mile 6 N (Mercedes)	FM 491 E to Mile 1 East	Mile 1 East	HC-78		0.5	Widen to 4 Lane	Mercedes	$ 1,117,500	$ 134,100	$ 83,813	$ 78,225	$ 1,537,688												$ -	18	n/a	0	0	0	n/a	n/a	0	n/a	n/a	n/a	N/A	
179		Off	Nolana Loop	FM 494 (Sharry Rd)	Bentsen Rd	HC-153		1	Construct New 4 Lane	McAllen / Palmhurst	$ 2,235,000	$ 268,200	$ 111,750	$ 145,275	$ 3,008,310												$ -	18											N/A	
180		Off	Quartermoon Blvd (Border Rd)	Trenton Rd	SH 107	HC-91		2.9	Construct New 4 Lane Rdwy	McAllen	$ 6,481,500	$ 777,780	$ 324,075	$ 421,298	$ 8,724,099												$ -	18											N/A	
181		On	FM 1427	US 83	Abram	HC-7		4.5	Widen to 4 Lane Divided	County	$ 10,057,500	$ 1,206,900	$ 452,588	$ 653,738	$ 13,487,100												$ -	18											2,070	
182		Off	Sooth Rd	Russell Rd	FM 1925 (Monte Cristo)	HC-251		1	Widen 4 lanes with left turn lane	McAllen	$ 2,235,000	$ 268,200	$ 111,750	$ 145,275	$ 3,008,310												$ -	16											N/A	
183		Off	Sooth Rd	SH 107	Russell Rd	HC-250		3.5	Widen 4 lanes with left turn lane	McAllen	$ 3,352,500	$ 402,300	$ 167,625	$ 217,913	$ 4,512,463												$ -	16											N/A	
184		Off	Trenton Rd	FM 1423 (Val Verde)	FM 1015	HC-178		7.2	Construct New 4 Lane Divided	County	$ 16,092,000	$ 1,931,040	$ 724,140	$ 1,045,980	$ 21,579,372												$ -	16											N/A	
185		Off	Mile 6 1/2 W Rd	SH 107	Mile 6 N Rd	HC-142		7.5	Widen to 4 Lane	County	$ 16,762,500	$ 2,011,500	$ 754,313	$ 1,089,563	$ 22,478,513												$ -	16											N/A	
186		Off	Mile 1 East	Mile 11 North	US 83	HC-136		3.7	Improve widen to 4 Lane	Mercedes	$ 8,269,500	$ 992,340	$ 413,475	$ 537,518	$ 11,130,747												$ -	16											1,460	
187		On	FM 1427	Abram E & N	Dun 83	HC-8		2.1	Widen to 4 Lane Divided	Pebrias / Mission	$ 4,693,500	$ 563,220	$ 234,675	$ 305,078	$ 6,317,453												$ -	16											2,980	
188		On	FM 2812 W	Sensmary Rd	US 281	HC-266		1.2	Construct new 4 lane	Edinburg	$ 2,682,000	$ 321,840	$ 134,100	$ 174,330	$ 3,609,972												$ -	15											N/A	
189		Off	Kennedy Ave	Taylor Rd	FM 2220 (Ware Rd)	HC-134		1	Construct New 4 Lane	McAllen	$ 2,235,000	$ 268,200	$ 111,750	$ 145,275	$ 3,008,310												$ -	15											N/A	
190		Off	I Rd	Rancho Blanco	Military Hwy	HC-127		4.5	Construct 2 Lane w/ Shoulders	Pharr / Co / SJ	$ 8,754,750	$ 1,050,570	$ 437,738	$ 569,059	$ 11,783,896												$ -	14											1,860	
191		Off	Inspiration Rd	US 83	Military Hwy	HC-128		3.1	Widen to 4 Lane	Mission	$ 6,928,500	$ 831,420	$ 346,425	$ 450,353	$ 9,325,761												$ -	14											N/A	
192		Off	Alberta Rd	US 281	Lond	HC-86a		0.7	Widen to 4 Lane	County	$ 1,564,500	$ 187,740	$ 117,338	$ 109,515	$ 2,352,752												$ -	13											N/A	
193		On	FM 493 (Sullivan)	Champion St	Military Hwy (US281)	HC-32	0063-01-900	5.68	Widen to 4 Lane	TxDOT	$ 12,000,000	$ 1,440,000	$ 540,000	$ 780,000	$ 16,092,000												$ -	40											5,426	
194		On	FM 3461	US 281	I Road	HC-270	1802-02-010	1	Widen to 4 Lane Arterial	TxDOT	$ 2,445,000	$ 293,400	$ 122,250	$ 158,925	$ 3,291,975												$ -	50											5,426	
195											$ 2,299,899,220				$ 3,421,892,580																								

OPERATIONAL IMPROVEMENTS

206		On	FM 494 (Sharry Rd) - OI	Tumer Lane	Colorado St	HC-278		1.66	Signal Re-timing & Add Lanes @ US 83	Mission	$ 370,805	$ -	$ 27,810	$ 23,956	$ 465,730	$ 168,000																								
208		On	SH 336 - OI	Trenton Ave	Wichita Ave	HC-279		6	Corridor Signal re-timing	McAllen	$ -	$ -	$ 80,850	$ -	$ 80,850	$ 80,850																								
209		On	FM 2220 - OI	FM 1924 (Buddy Owens Rd)	Yuma Ave	HC-280		4	Corridor Signal re-timing	McAllen	$ -	$ -	$ 50,850	$ -	$ 50,850	$ 50,850																								
210		On	FM 1926 - OI	Intersection of Dove Ave & 23rd Street		HC-281		0.18	NB & WB Right Turn Lanes	McAllen	$ 121,099	$ -	$ 9,082	$ 8,477	$ 152,108	$ 121,099																								

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

NOTICE OF AND AGENDA FOR A WORKSHOP AND REGULAR MEETING TO BE HELD BY THE BOARD OF DIRECTORS

DATE: WEDNESDAY, MARCH 20, 2013
TIME: 5:30 PM
PLACE: PHARR CITY HALL
2nd FLOOR, CITY COMMISSION CHAMBERS
118 SOUTH CAGE BOULEVARD
PHARR, TEXAS 78577

PRESIDING: DENNIS BURLESON, CHAIRMAN

CALL TO ORDER FOR WORKSHOP

1. Review of State Highway 68 (Segment D) Project Development Cost, Construction Cost and Schedule
2. Review of update to Strategic Plan – Program Manager Strategy No. 8 for SH 365, IBTC and SH 68 (Segment D)
3. Discussion regarding Depository Services for the Hidalgo County Regional Mobility Authority

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR REGULAR MEETING

PUBLIC COMMENT

1. **REPORTS**

   A. Update on SH 365 Project – Louis Jones, Program Manager

2. **CONSENT AGENDA** (*All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately. The Governing Body may also elect to go into Executive Session on any item, whether or not such item(s) are posted as an Executive Session Item, at any time during the meeting when authorized by provisions of the Open Meeting Act.)*

   A. Approval of Minutes for Regular Meeting held February 20, 2013.
   B. Approval of Project Expense Report for Period from February 13, 2013 to March 12, 2013
   C. Approval of Financial Report for January 2013

3. **REGULAR AGENDA**

   A. Resolution 2013-11 – Approval of update to Strategic Plan – Program Manager Strategy No. 8 for SH 365, IBTC and SH 68 (Segment D)
   B. Resolution 2013-09 – Approval of Supplemental No. 1 to Professional Surveying Service Agreement with Quintanilla, Headley & Associates, Inc. to revise Scope of Service and Work Authorization No. 1 for SH 365 from SH 336 (10th Street) to FM 3072 (Dicker Road)
   C. Resolution 2013-10 – Approval of Supplemental No. 1 to Professional Surveying Service Agreement with DOS Land Surveying, LLC, to revise Scope of Service and Work Authorization No. 1 for SH 365 from FM 1016 (Conway Avenue) to SH 336 (10th Street)

4. **CHAIRMAN'S REPORT**

   A. Report on Public Meetings for SH 365 to be held on March 26, 27 & 28, 2013, in McAllen, Mission and Pharr, Texas

5. **TABLED ITEMS**

   A. Resolution 2013-05 – Approval of Request from Rio Grande Valley Partnership to Participate with the 2013 Regional Mobility Study

6. **EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY), AND SECTION 551.074 (PERSONNEL MATTERS)**

   A. Consultation with Board Attorney and Financial Advisor on legal issues pertaining to financial options, including current obligations (Section 551.071 T.G.C.)
   B. Consultation with Board Attorney regarding legal issues pertaining to proposed agreement with McAllen Economic Development Corporation (Section 551.071 T.G.C.)

ADJOURNMENT OF REGULAR MEETING

PUBLIC COMMENT POLICY

Public Comment Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies."

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 14th day of March, 2013 at 12:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Flor E. Koll at 956-402-4762 at least 24 hours before the meeting.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

WORKSHOP AND BOARD MEETING
WEDNESDAY, MARCH 20, 2013 5:30 PM
PHARR CITY HALL
118 S. CAGE BLVD., 3RD FLOOR
PHARR, TEXAS

	NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Glenn Graham	Landtech Consultants, Inc.	(713) 861-7068	ggraham@landtech-inc.com
2	TOM STAUDT	" " "	"	tstaudt@landtech-inc.com
3	HUMBERTO GARZA	Cont. Fil VELA	(956) 203-9580	humberto.garza@mail.house.gov
4	Andrea Calvi	HCMPO	3303380	
5	Jim Barnes	OWLS	956-592-6962	NOYOWARRIOR@GMail.COM
6	Carlos Vasquez	CVQLS	956 618-1551	CVQ@CVQLS.com
7	Anthony Garza	LG		
8	Joey Trevino	HALFF	664-0286	J-Trevino@HALFF.com
9	Juan M. Castillo	Dos Land Surveying	969-4183	juancastillo@dos land...
10	Yara Corbitt	Cortran Engineering	956-971-0289	yara@cortranengineering.com
11	Craig Story	TEDSI	956-484-7898	
12	Mark Cotton	TEDSI	956-484-7895	
13	Rich D/VKP-CL	CV Trdg OLC	318.7600	
14				
15				
16				
17				
18				
19				
20				

L&G Engineering
Transportation Consultants

An individual letter is provided to each member of the court.

March 22, 2013

Ramon Garcia, Hidalgo County Judge
1615 S. Closner
Suite J
Edinburg, TX 78539

RE: Hidalgo County Regional Mobility Authority (HCRMA) Meeting, March 20, 2013 at 4:30 P.M. – Progress Report

Dear Judge Garcia:

As your Technical Representative for the Hidalgo County MPO, we provide you with a monthly HCRMA update. Attached for your use and information is the HCRMA Workshop and Regular Meeting Agenda for the meeting held on Wednesday March 20, 2013 at 5:30 P.M. We have reviewed the agenda items that were discussed in all three meetings as they relate to Hidalgo County and have provided the following progress report.

CALL TO ORDER FOR WORKSHOP

1. Review of State Highway 68 (Segment D) Project Development Cost, Construction Cost and Schedule

Mr. Jody Ellington, the TxDOT Pharr District Deputy District Engineer, gave an update on the status of the SH 68 project (Formerly known as "Section D" or the "Mid-Valley Connector" – see attached map). On February 28, 2013 the TxDOT transportation commission designated this portion of the Hidalgo County Loop System as SH 68 (see attached TxDOT Minute Order and exhibit).

Mr. Ellington reported that the TxDOT commission and State Representative Armando Martinez coordinated with the TxDOT Pharr District in February 2013 to identify a regionally significant transportation project in the range of $60 million dollars that could potentially receive state and federal funding in the near future. After reviewing projects in the area, primarily projects listed at the MPO, TxDOT identified Section D project as a viable candidate for this funding. Currently, TxDOT has proposed complete the project as follows:

1) Environmentally clear the project from the US 83 Expressway north to US 281
2) Acquire the Right-of-Way (ROW) from US 83 to FM 1925
3) Construct an at grade facility (frontage roads and no overpasses) along the proposed route from US 83 to FM 1925.

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

According to Mr. Ellington the cost for project development (environmental and engineering) and Right of Way (ROW) acquisition for the section of the project would be approximately $30 million. The construction cost for the 4 lane divided at grade facility would be approximately $55 million for a total of $85 million dollars. Mr. Ellington reported that the amount of $85 million dollars is expected to be funded by the TxDOT Transportation Commission at the March 28, 2013 meeting (agenda attached – SH 68 is not identified by a specific agenda item).

RMA Board Directors expressed some concerns regarding the development funding of SH 68 and the status of the project development. Primarily that the SH 68 project was less developed than the IBTC project and that the influx of $85 million from TxDOT to the RMA would help close some of the funding gaps on current RMA projects, primarily the $18 million dollar gap that exists on the SH 365 (west) project and the $162 million dollar gap that exists on the IBTC (east) project (see attached map). Mr. Cano expressed that the $85 million dollars would be sufficient to fully fund the SH 365 project for construction and make the IBTC project "shovel ready" (environmental clearance and ROW in place). Having the IBTC project shovel ready would make it more attractive for state and federal funding and help to complete the RMA roadway system to the south and include a connection to US 83.

Mr. Ellington discussed how the development of the IBTC project could trigger an Environmental Impact Statement (EIS) on the SH 365 project and would significantly delay the environmental clearance for both projects. Mr. Ellington further explained that the SH 68 project would be designed to connect to the IBTC project in the future. Furthermore TxDOT would only construct at grade frontage roads and the RMA would have the first right to develop tolled, expressway type, main lanes in the center of the proposed ROW in the future. This would be similar to the agreement currently in place on the La Joya Relief Route to the west. The RMA could also utilize the environmental clearance to acquire ROW from FM 1925 to US 281 and develop the remainder of the SH 68 project.

2. Review of update to Strategic Plan – Program Manager Strategy No. 8 for SH 365, IBTC and SH 68 (Segment D)

Mr. Pilar Rodriguez reported M on the funding strategies for HCRMA projects and potential changes to the strategic plan. The board acknowledged the report.

3. Discussion regarding Depository Services for the Hidalgo County Regional Mobility Authority

As requested by the board, Mr. Pilar Rodriguez reported on the status of the depository services utilized by the RMA. Currently the RMA is contractually obligated to retain the current depository services until the existing debt of approx. $12 million is retired.

CALL TO ORDER FOR REGULAR MEETING

1. REPORTS

A. Update on SH 365 Project – Louis Jones, Program Manager

Mr. Louie Jones of Dannenbaum Engineering, the HCRMA's Program Manager, reported on milestones that have been reached in the last 30 days by the RMA. Progress on the Environmental document for the SH 365 project (west) is underway. Fieldwork has been completed and the consultants are coordinating with the TxDOT Pharr District to expedite the environmental review. The SH 365 Draft Environmental Assessment is scheduled to be submitted to TxDOT in April 2013 and has a projected environmental decision date of April 2014.

Additionally Mr. Jones reported that coordination was ongoing with the county for the sale of bonds from the vehicle registration fee.

3. REGULAR AGENDA

A. Resolution 2013-11 – Approval of update to Strategic Plan – Program Manager Strategy No. 8 for SH 365, IBTC and SH 68 (Segment D)

Mr. Pilar Rodriguez reported that the RMA has prepared the annual report and strategic plan update for of HCRMA projects.

The item was approved as presented.

B. Resolution 2013-09 – Approval of Supplemental No. 1 to Professional Surveying Service Agreement with Quintanilla, Headley & Associates, Inc. to revise Scope of Service and Work Authorization No. 1 for SH 365 from SH 336 (10th Street) to FM 3072 (Dicker Road)

C. Resolution 2013-10 – Approval of Supplemental No. 1 to Professional Surveying Service Agreement with DOS Land Surveying, LLC, to revise Scope of Service and Work Authorization No. 1 for SH 365 from FM 1016 (Conway Avenue) to SH 336 (10th Street)

Items B & C relate to the contracts with the two surveyors currently working on the SH 365 (west) project. The proposed amendments to the contract make the scope more clear and account for additional parcels and sections of the project not included under the original contract.

The Board approved these items as presented.

4. CHAIRMAN'S REPORT

A. Report on Public Meetings for SH 365 to be held on March 26, 27 & 28, 2013, in McAllen, Mission and Pharr, Texas

Mr. Dennis Burleson reported that the RMA will be holding Public Meetings on the SH 365 project in the coming week (notice attached)

5. TABLED ITEMS

A. Resolution 2013-05 – Approval of Request from Rio Grande Valley Partnership to Participate with the 2013 Regional Mobility Study

The RMA board voted to remove this item from the table and approved the request to fund the Rio Grande Valley Partnership 2013 Regional Mobility Study in the amount of $40,000.

6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY), AND SECTION 551.074 (PERSONNEL MATTERS)

A. Consultation with Board Attorney and Financial Advisor on legal issues pertaining to financial options, including current obligations (Section 551.071 T.G.C.)
B. Consultation with Board Attorney regarding legal issues pertaining to proposed agreement with McAllen Economic Development Corporation (Section 551.071 T.G.C.)

No action was taken in executive session

If you have any questions or would like to schedule a meeting to discuss these items or projects within your precinct please contact me, or your Technical Representative, Mr. Anthony Garza at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO / President

AI-38383 **12. E.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to rescind action taken on 02/28/2012/AI-31187 line 20. A. 5 (b) 1. inasmuch as proposals from job order contractors' were over budget and project was cancelled.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

NO FISCAL IMPACT

Attachments

AI-31187

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:11 AM
Budget & Management	Angela Garcia	04/25/2013 01:25 PM
Obdett Calzada	Obdett Calzada	04/25/2013 02:47 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Oscar Garza Started On: 04/24/2013 09:07 AM

Final Approval Date: 04/26/2013

AI-31187 **20. A. 5.**

APPROVED

CC REGULAR

Meeting Date: 02/28/2012

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of the (final form of agreement-approved by legal) AIA Forms of Agreement between Hidalgo County and DANNENBAUM ENGINEERING COMPANY (approved by CC under AI#29030/10-11/11)in connection with the provision of architectural services for: "Building Repairs/Renovations, Additions and/or Alterations to the HIDALGO COUNTY RESTITUTION CENTER located at 1124 "M" Road Project located in Precinct No. 4" in connection to contract #C-11-097-05-10;

b. Requesting authorization/approval to solicit/request proposals from awarded Job Order Contractors (through County's membership and participation in various cooperative purchasing programs/association, etc.) for "Building Repairs/Renovations, Additions and/or Alterations to the HIDALGO COUNTY RESTITUTION CENTER located at 1124 "M" Road, Edinburg, Texas within Hidalgo County Precinct No. 4" Project #12-078-OGG from:

1. Herrera & Hunt, Inc., Alpha Building Corporation and CAS Companies so as to determine the best value under TX . Local Government Code 271.113; OR, in the alternative;

2. Request authority to proceed with sealed procurement process through conventional construction method and approval to advertise same with plans and specifications drafted through contracted engineer, DANNENBAUM ENGINEERING COMPANY for both JOC proposal and sealed bid advertisement (whichever applicable).

BACKGROUND

AIA B101-2007 & AIA A101-2007 with DEC

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1342-419-40-220-047-0-452

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

BUDGETARY IMPACT:

Available Balance as of 02/24/12 - $121,914.00

Contract Amount $97,472.00

Attachments

FINAL APPRVD BY LEGAL-AIA AGREEMENT-DEC-(RESTITUTION CTR ON "M" ROAD)-PCT 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/24/2012 02:26 PM
Budget & Management	Merlen P. Munoz	02/24/2012 02:35 PM
Roland Garcia	Merlen P. Munoz	02/24/2012 02:57 PM
Auditor's Office	Angela Garcia	02/24/2012 03:38 PM

Form Started By: Letty Saenz Started On: 02/23/2012 09:01 AM

Final Approval Date: 02/24/2012

AI-38229 **12. F.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Comm. J. Palacios, Pct. #4 Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance and approval of payment for Inv.oice# 11324414 ($14,669.21) submitted by L&G Consulting Engineers, Inc. in connection to Contract# C-11-234-09-13 (WA#1-PO#663995) for "Job Specific" PROJECT: "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;

2. Acceptance and approval of payment for Invoice# 11324413 ($ 85,985.40) submitted by L&G Consulting Engineers, Inc. in connection to Contract# C-11-234-09-13 (WA#2-PO# 684964) for "Job Specific" PROJECT: "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;

3. Acceptance and approval of payment for Invoice# 11324400A ($ 9,058.12) submitted by L&G Consulting Engineers, Inc. in connection to Contract#C-13-027-12-11 (WA#1-PO#688436) for "Job Specific" PROJECT: "FM 1017 Project (from 0.1 Miles West of US281 to 0.8 Miles West)" located in Hidalgo County Precinct No. 4.

BACKGROUND

Invoice #s 11324413, 11324414 (C-11-234-09-13) & 11324400A (C-13-027-12-11) - L&G Consulting Engineering Inc.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-13XX-431-00-124-00-076-0-841

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

BUDGETARY IMPACT:

Item 1 - Available balance as of 4-26-13:
Fund 1336 $ 8,359.01
Fund 1341 $221,040.00

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-124-076-0-841

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

BUDGETARY IMPACT:

Item 2:
PO# 684964 available balance as of 7-26-13 $307,437.80

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-124-122-0-841

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

BUDGETARY IMPACT:

Item 3:

PO# 688436 available balance as of 4-26-13 $9,058.12

Attachments

Inv#11324414-L&G Engineering-Pct 4 (14.669.21)

Inv# 11324413-L&G Engineering-Pct 4 (85.985.40)

Inv#11324400A-L&G Cons Eng(FM 1017 Proj)-Pct 4

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 02:56 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Letty Saenz Started On: 04/12/2013 05:16 PM

Final Approval Date: 04/26/2013

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 02, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
C-11-234-09-13

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **11324414** WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$14,669.21** FOR **L & G CONSULTING ENGINEERS, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # **663995**
ACCOUNT # **3-1336-431-00-124-076-0-841**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

VERONICA LOPEZ
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # 11324414
PO# 663995

L&G Engineering
Transportation Consultants

April 1, 2013

HIDALGO COUNTY PCT. #4
RECEIVED BY
APR 03 2013
EDINBURG, TEXAS 78542

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: FM 1925 - Work Authorization No. 1 - Limits: Kenyon Road to FM 907
PO#663995 - L&G Project#110601

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of March 2013.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of roadway schematic, hydrological map, and schematic surveys, coordinate environmental assessment with TxDOT limited public involvement for environmental assessment, compensable utilities management oversight, and right-of-way acquisition services for the FM 1925 project (Phase I) from Kenyon Road to FM 907. The following is a narrative of the progress report for this work authorization.

Work Authorization#1

FC 11006 – DESIGN SCHEMATIC		**% Complete**
This task is complete.	**L&G**	**100%**
FC 11007 – PRELIMINARY ROW INFO		
This task is complete.	**L&G**	**100%**
FC 12001 – ENVIRONMENTAL REPORTS		
This task is complete.	**L&G**	**100%**
FC 12002 – PUBLIC INVOLVEMENT		
This task is complete.	**L&G**	**100%**
FC 13002 – RIGHT OF WAY MAPPING		
This task is complete.	**L&G**	**100%**
FC 13020 – ROW MAP/SUB		
This task is complete.	**RODS**	**100%**
FC 16101 – HYDROLOGICAL MAP		
This task is complete.	**L&G**	**100%**

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

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BY
APR 0 9 2013
EDINBURG, TEXAS 78542

FC 60700 – COMPENSABLE UTILITIES		% Complete
This task is complete.	L&G	100%
FC 60000 – ROW ACQUISITION ADMINISTRATION		
L&G Engineering visits the project site, conducts inspections, meets with project members, conducts utility investigations and updates ownership data. A preliminary property ownership status report has been completed and is reviewed and revised on a continuous basis. L&G Engineering Consulting Engineers ROW office at 900 S. Stewart Rd, Mission, Texas 78572 has been established. The office is open during normal County & State working hours with available personnel to answer questions. At least one staff member is a current commissioned notary public. Personnel are available for meeting as determined by the County. Meetings continue to be held with TxDOT to discuss any issues as necessary.	L&G	85%
FC 60100 – TITLE SERVICES		
This task has not begun.	L&G	0%
FC 60200 – APPRAISAL SERVICES		
This task has not begun.	L&G	0%
FC 60220 – APPRAISAL SERVICES/SUB		
This task has not begun.	Leonel	0%
FC 60300 – APPRAISAL REVIEW		
This task has not begun.	L&G	0%
FC 60330 – APPRAISAL REVIEW/SUB		
This task has not begun.	HLH	0%
FC 60400 – PARCEL NEGOTIATION		
This task has not begun.	L&G	0%
FC 60500 – CLOSING SERVICES		
This task has not begun.	L&G	0%
FC 60600 – APPRAISAL UPDATE		
This task has not begun.	L&G	0%

Supplemental #1 to Work Authorization #1

FC 11006 – DESIGN SCHEMATIC		% Complete
The schematic has been approved by TxDOT. This task is complete.	L&G	100%
FC 11007 – PRELIMINARY ROW INFO		
This task is complete.	L&G	100%
FC 12001 – ENVIRONMENTAL REPORTS		
The biological assessment is currently being reviewed by the Texas Parks and Wildlife Department (TPWD) for a 45 days comment period..	L&G	50%

FC 12007 – ARCHEOLOGICAL & HISTORICAL RESEARCH MANAGEMENT		% Complete
L&G is coordinating with TxDOT to expedite the Right-of-Entry process and obtain letters from the property owners in order to allow the archeologist in the field as soon as possible.	L&G	70%
FC 12070 – ARCHEOLOGICAL & HISTORICAL RESEARCH/SUB		
Ama Terra has completed the Project Coordination Requests (PCR) and is awaiting approval from TxDOT & ROE to continue their field work.	AmaTerra	39.8%
FC 13002 – RIGHT OF WAY MAPPING		
This task is complete.	L&G	100%
FC 16101 – HYDROLOGICAL MAP		
This task is complete.	L&G	100%

FC 60000 – ROW ACQUISITION ADMINISTRATION		% Complete
L&G Engineering visits the project site, conducts inspections, and meets with project memebers. Property owners have been identified using appraisal tax rolls and Texas Land Records. An L&G Engineering Consulting Engineers ROW office at 900 S. Stewart Road, Suite 10 in Mission Texas has been established. The office is open during normal County and State working hours with available personnel to answer questions. At least one staff member is a current commissioned notary public. Personnel are available for meeting as determined by the County. Meetings with the affected property owners with TxDOT and County are held as needed to discuss any issues.	L&G	85%
FC 60100 – TITLE SERVICES		
This task has not begun.	L&G	0%
FC 60200 – APPRAISAL SERVICES		
This task has not begun.	L&G	0%
FC 60220 – APPRAISAL SERVICES/SUB		
This task has not begun.	Leonel	0%
FC 60300 – APPRAISAL REVIEW		
This task has not begun.	L&G	0%
FC 60330 – APPRAISAL REVIEW/SUB		
This task has not begun.	HLH	0%
FC 60400 – PARCEL NEGOTIATION		
This task has not begun.	L&G	0%
FC 60500 – CLOSING SERVICES		
This task has not begun.	L&G	0%
FC 60600 – APPRAISAL UPDATE		

HIDALGO COUNTY PCT. #4
RECEIVED BY
APR 0 2 2013
EDINBURG, TEXAS 78542

This task has not begun.	L&G	0%
FC 60700 – COMPENSABLE UTILITIES		% Complete
L&G has identified the utilities within the project limits and has begun the coordination process. Utility letters have been mailed to the different utility companies and identified on our design files. A project utility meeting was conducted and proof of property interest has been requested.	L&G	75%

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

HIDALGO COUNTY PCT.#4
RECEIVED
BY
APR 0 2 2013
EDINBURG, TEXAS 78542

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324414
INVOICE DATE: 03/31/13

HIDALGO COUNTY PCT. #4
RECEIVED BY
APR 0 2 2013
EDINBURG, TEXAS 78542

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110601
FM 1925 Project
Limits:Kenyon Rd to FM 907
PO#663995

Engineering services for the month of March 2013.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Design Schem	57,600.00	57,600.00		57,600.00	100.0	
11007-Prelim ROW Req	20,000.00	20,000.00		20,000.00	100.0	
12001-EA Reports	35,000.00	35,000.00		35,000.00	100.0	
12002-Pub Involvment	20,000.00	20,000.00		20,000.00	100.0	
13002-ROW Mapping	4,500.00	4,500.00		4,500.00	100.0	
13020-ROW Map/Sub	52,500.00	52,500.00		52,500.00	100.0	
16101-Hydro Map	30,000.00	30,000.00		30,000.00	100.0	
60700-Comp Utilities	22,500.00	22,500.00		22,500.00	100.0	
60000-Row Acq. Admin	73,500.00	62,475.00		62,475.00	85.0	11,025.00
60100-Title Services	9,000.00				0.0	9,000.00
60200-Appraisal Srv	10,500.00				0.0	10,500.00
60220-Appraisal/Sub	30,000.00				0.0	30,000.00
60300-Appraisal Rvw	6,375.00				0.0	6,375.00
60330-Appr. Rev/Sub	5,625.00				0.0	5,625.00
60400-Parcel Negtion	48,000.00				0.0	48,000.00
60500-Clsng Srvs Fee	3,000.00				0.0	3,000.00
60600-Aprsal Update	1,500.00				0.0	1,500.00
TOTALS:	429,600.00	304,575.00	0.00	304,575.00	70.9	125,025.00
11006-Design Schem	5,040.00	5,040.00		5,040.00	100.0	
11007-Prelim ROW Req	12,000.00	12,000.00		12,000.00	100.0	
12001-EA Reports	50,000.00	25,000.00		25,000.00	50.0	25,000.00
12007-Arch & Hist	1,675.00	921.25	251.25	1,172.50	70.0	502.50
12070-Arc & Hist/Sub	18,325.00	2,879.74	4,417.96	7,297.70	39.8	11,027.30
13002-ROW Map	25,000.00	25,000.00		25,000.00	100.0	
16101-Hydro Map	5,000.00	5,000.00		5,000.00	100.0	
60000-ROW Admin	24,500.00	20,825.00		20,825.00	85.0	3,675.00
60100-Title Services	3,000.00				0.0	3,000.00
60200-Appraisal Srv	3,500.00				0.0	3,500.00
60220-Appraisal/Sub	10,000.00				0.0	10,000.00
60300-Appraisal Rev	1,750.00				0.0	1,750.00
60330-Appr. Rev/Sub	2,250.00				0.0	2,250.00
60400-Parcel Negtion	17,500.00				0.0	17,500.00
60500-Clsng Srvs Fee	1,000.00				0.0	1,000.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324414
INVOICE DATE: 03/31/13
PAGE: 2

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110601
FM 1925 Project
Limits:Kenyon Rd to FM 907
PO#663995

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
60600-Apprsal Update	500.00				0.0	500.00
60700-Comp. Utilites	40.000.00	20.000.00	10.000.00	30.000.00	75.0	10.000.00
TOTALS:	650.640.00	421.240.99	14.669.21	435.910.20	70.9	214.729.80

ORIGINAL CONTRACT SUM	$	429.600.00
CHANGE BY CHANGE ORDER	$	221.040.00
CONTRACT SUM TO DATE	$	650.640.00
TOTAL COMPLETED TO DATE	$	435.910.20
LESS PREVIOUS INVOICES	$	421.240.99
CURRENT PAYMENT DUE	$	14.669.21

PROJECT MANAGER'S SIGNATURE

HIDALGO COUNTY PCT.#4
RECEIVED BY
APR 0 2 2013
EDINBURG, TEXAS 78542

INVOICE RECEIVED BY: on 4/2/13
GOODS/SERVICES RECEIVED BY: on 4/2/13

3-1336-431-00-124-0#6-0-841
Pct. # 1365
Pur. Req. # 203051
P.O. # 663995

Invoice for Professional Services

To: L&G Consulting Engineers, Inc.
2100 West Expressway 83
Mercedes, TX 78570

Attn: Anthony Garza, P.E.

FM 1925
WA #3

From: AmaTerra Environmental, Inc.
4009 Banister Lane, Suite 300
Austin, TX 78704

Phone (512) 329-0031

Project Mgr Tom Eisenhour
eisen@amaterra.com

AmaTerra Project # 184-009

HIDALGO COUNTY PCT. #4
RECEIVED BY
APR 0 8 2013
EDINBURG, TEXAS 78542

Invoice Date	Invoice Period	Invoice No.	Terms	Due Date
March 6, 2013	February 1-28, 2013	184-009-05	Net 30	April 5, 2013

Value Completed by Work Task

Project Task	Contract Value	percent complete	Value Completed	Previously Invoiced	Amount Due
Task 1. Project Coordination Request & Archeology Background Report/NEPA text	$3,534.00	100.0%	$3,534.00	$3,534.00	$0.00
Task 2. Historic Resources Research Design	$2,482.00	100.0%	$2,482.00	$503.40	$1,978.60
Task 3. Historic Resources Reconnaissance survey and report	$4,040.00	0.0%	$0.00	$0.00	$0.00
Task 4. Archeological Survey and Report	$8,269.00	15.5%	$1,281.70	$348.74	$932.96
Total	$18,325.00	39.8%	$7,297.70	$4,386.14	$2,911.56

Thank You for including AmaTerra as part of your Project Team!	**TOTAL**	**$2,911.56**

Invoice for Professional Services

HIDALGO COUNTY PCT.#4
RECEIVED
BY
APR 02 2013
EDINBURG, TEXAS 78542

To: L&G Consulting Engineers, Inc.
2100 West Expressway 83
Mercedes, TX 78570

Attn: Anthony Garza, P.E.

FM 1925
WA #3

From: AmaTerra Environmental, Inc.
4009 Banister Lane, Suite 300
Austin, TX 78704

Phone (512) 329-0031

Project Mgr Tom Eisenhour
eisen@amaterra.com

AmaTerra Project # 184-009

Invoice Date	Invoice Period	Invoice No.	Terms	Due Date
February 11, 2013	December 24, 2012- January 31, 2013	184-009-04	Net 30	March 13, 2013

Value Completed by Work Task

Project Task	Contract Value	percent complete	Value Completed	Previously Invoiced	Amount Due
Task 1. Project Coordination Request & Archeology Background Report/NEPA text	$3,534.00	100%	$3,534.00	$2,879.74	$654.26
Task 2. Historic Resources Research Design	$2,482.00	20%	$503.40	$0.00	$503.40
Task 3. Historic Resources Reconnaissance survey and report	$4,040.00	0%	$0.00	$0.00	$0.00
Task 4. Archeological Survey and Report	$8,269.00	4%	$348.74	$0.00	$348.74
Total	$18,325.00	23.9%	$4,386.14	$2,879.74	$1,506.40

Thank You for including AmaTerra as part of your Project Team!

TOTAL **$1,506.40**

County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 02, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #2
C-11-234-09-13

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **11324413** WORK AUTHORIZATION **#2** IN THE AMOUNT OF **$85,985.40** FOR **L & G CONSULTING ENGINEERS, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # **684964**
ACCOUNT # **3-1342-431-00-124-076-0-841**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

VERONICA LOPEZ
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # 11324413
PO# 684964



L&G Engineering
Transportation Consultants

April 1, 2013

HIDALGO COUNTY PCT.#4
RECEIVED BY
APR 02 2013
EDINBURG, TEXAS 78542

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: FM 1925 N. Alamo Rd. Extension - Work Authorization No. 2
PO#684964 - L&G Project#110602

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of March 2013.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of the surveys, PS&E. utilities adjustments and construction management for the FM 1925 project (Part II of Phase I) from Kenyon Road East to FM 907 (Old Alamo Road.). The following is a narrative of the progress report for this work authorization.

Work Authorization#2

		% Complete
FC 15001 – ROADWAY DESIGN SURVEY The surveyor has provided the survey data which has been reviewed by L&G. L&G has coordinated the tie-downs of the existing utility lines with the surveyor. This task is complete.	**L&G**	**100%**
FC 15010 – ROADWAY DESIGN SURVEY/SUB The surveyor has provided all of the topographic survey data (2D, 3D, DTM & ASCII) and has begun to tie down the utilities' vertical data.	**RODS**	**90%**
FC 16001 – PS&E DESIGN L&G Engineering has finalized the following plan sheets: Title Sheet, Index of Sheets, Project Layout, Typical Sections, TCP Sequence of Construction & Layouts along with the appropriate TxDOT standards. L&G continues to develop the P&P's, U&D's, & Culvert Layouts and has submitted a 60% package to TxDOT for review.	**L&G**	**70%**
FC 16205 – SIGNAL DESIGN L&G has developed the intersection layouts for the needed signal designs.	**L&G**	**60%**
FC 16307 – UTILITIES (PERMITTED) L&G Engineering has contacted all of the utility companies along the project corridor, has sent the initial project correspondence and is receiving their system maps. L&G has incorporated these lines into our U&D plan sheets. We have requested exposures from the utility companies and are having our surveyor tie down the elevations.	**L&G**	**70%**
32001 – CONSTRUCTION MANAGEMENT This task has not yet begun.	**L&G**	**0%**

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324413
INVOICE DATE: 03/31/13

HIDALGO COUNTY PCT.#4
RECEIVED BY
APR 02 2013
EDINBURG, TEXAS 78542

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110602
FM 1925 N. Alamo Rd. Extension
WA#2
PO#684964

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of March 2013.						
15001-Rdwy Dsgn Surv	4	24 112 80	1	41 12	1 9 0	
15010-Rdwy Survy/Sub	72.019 00	08 810 8 0	4 80 3 8 1.	43.6 6 0 12	70 0	4 8 0 12 7. 8 0
16001-Rdwy Design	34 8	2 . 0	3 0 40	2 43.2 4 0		.5 20
16205-Signal Design	38.504 00		4 .211.	11. 0	60 0.0	11 51.
16307-Utl(Permitted)	74.009 00	23.102.40	3.850.40	26.952.80	7	.0 00
32001-Const. Mgmt					0.0	74 09.
TOTALS:	600.560.00	293.122.20	85.985.40	379.107.60	63.1	221.452.40

O AN B C A O ER C GA S H GE RD R CT UM TO D	$	0 0 6 0.00
TO ONT C MP ATE DA TAL O LETED TO TE	$	0 56 3 7.60
LESS PREVIOUS INVOICES	$	93. 10 2 1 2.20
CURRENT PAYMENT DUE	$	85.985.40

PROJECT MANAGER S SIGNATURE

INVOICE RECEIVED BY:
on 4/2/13
GOODS/SERVICES RECEIVED BY:
on 4/2/13

Pct. 3 -1342 431-00-124-086 0-841
Pur. Req. # 1744 227054
P.O. # 684964

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 Old Alamo Road
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

3/28/2013

TASK AND DESCRIPTION	FIRM	2012 OCT	2012 NOV	2012 DEC	2013 JAN	2013 FEB	2013 MAR	2013 APR	2013 MAY	2013 JUN	2013 JUL	2013 AUG	2013 SEP	2013 OCT	2013 NOV	2013 DEC	2014 JAN	2014 FEB	2014 MAR	2014 APR	2014 MAY	2014 JUN	2014 JUL	2014 AUG	2014 SEP	2014 OCT	2014 NOV	2014 DEC	2015 JAN	2015 FEB	2015 MAR
Work Authorization No. 1																															
Approval by TxDOT/FHWA - FONSI	L&G																														
ROW Clearance																															
Consumation of Cases - ROW Purchase Finalized	L&G																														
Work Authorization No. 2																															
Obtain Right of Entry (Surveying)	RODS																														
Design Surveys	RODS																														
Update DTM & Planimetrics	RODS																														
Provide Field Books	RODS																														
Provide Sealed Survey Data Sheets	RODS																														
PS&E Development																															
Outfall Coordination with HCDD #1	L&G																														
30% PS&E Submittal w/Signal Design	L&G																														
60% PS&E Submittal w/Signal Design	TxDOT																														
90% PS&E Submittal w/Signal Design	L&G																														
TxDOT Review	L&G																														
95% PS&E Submittal w/Signal Design	L&G																														
TxDOT Review	TxDOT																														
100% Mylars Submittal w/Signal Design	L&G																														
TxDOT Plan Set Approval	TxDOT																														
Utility Coordination																															
Plan of Adjustment, Development and Review	L&G																														
Execution of 2-Party Standard Utility Agreement	COUNTY																														
Utility Adjustment	COUNTY																														
Construction Management																															
TxDOT Let Project (Est. Earliest Date: February 2014)	TxDOT																														
TxDOT Construction Duration	TxDOT																														
L&G Construction Management	L&G																														

L&G ENGINEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, TH S SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.



County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 03, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #1
C-13-027-12-11

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **11324400A** WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$9,058.12** FOR **L & G CONSULTING ENGINEERS, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # **688436**
ACCOUNT # **3-1342-431-00-124-122-0-841**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

VERONICA LOPEZ
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # 11324400A
PO# 688436

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324400A
INVOICE DATE: 03/31/13

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 121001
FM 1017 Project WA#1
P.O. #688436

Engineering Services for the month of March 2013.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
12001-EA Reports	8,706.56	8,706.56		8,706.56	100.0	
15001-Rdwy Dgn Survy	34,969.41	31,472.47	3,496.94	34,969.41	100.0	
15010-Rdw Dsn Sur/Sb	16,071.99	14,464.79	1,607.20	16,071.99	100.0	
16001-Roadway Design	79,079.68	75,125.70	3,953.98	79,079.68	100.0	
TOTALS:	138,827.64	129,769.52	9,058.12	138,827.64	100.0	0.00

ORIGINAL CONTRACT SUM	$	138,827.64
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	138,827.64
TOTAL COMPLETED TO DATE	$	138,827.64
LESS PREVIOUS INVOICES	$	129,769.52
CURRENT PAYMENT DUE	$	9,058.12

Marisol G. Marin
PROJECT MANAGER'S SIGNATURE

L&G Engineering
Transportation Consultants

April 1, 2013

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: FM 1017 Project - Work Authorization No. 1 - Limits: 0.1 Miles W of US 281 to 0.8 Miles W PO#688436 - L&G Project#121001

Dear Commissioner Palacios:

Attached for your approval is our final invoice for services rendered in the month of March 2013.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of blanket categorical exclusion checklist, surveying and PS&E for the FM 1017 from 0.1 Miles West of US 281 to 0.8 Miles West. The following is a narrative of the progress report for this work authorization.

Work Authorization#1

		% Complete
FC 12001 – ENVIRONMENTAL REPORTS		
L&G staff received comments from TxDOT on February 15, 2013 and re-submitted the Blanket Categorical Exclusion (BCE) to TxDOT on February 18, 2013. L&G received an environmental clearance on February 19, 2013 (emailed attached). This task is complete.	**L&G**	**100%**
FC 15001 – ROADWAY DESIGN SURVEY		
L&G directed and oversaw survey work performed by Dos Land Surveying. Dos Land Surveying has submitted myler copies of survey control data to be utilized in Roadway Design and Environmental report. Dos Land Surveying marked centerline in preparation for construction. This task is complete	**L&G**	**100%**
FC 15010 – ROADWAY DESIGN SURVEY/SUB		
Dos Land Surveying has submitted myler copies of survey control data including horizontal and vertical control, and topographic and field survey. Centerline has been marked and verified. This Task is complete.	**DOS Surveying**	**100%**
FC 12001 – ROADWAY DESIGN		
L&G has compiled a 100% complete set of plans detailing the proposed widening of FM 1017 including typical sections, widening details plan sheets, ditch grading and sign relocation. L&G has met with Pct #4 personnel and discussed plan details. L&G submitted 2 paper copies and 1 mylar copy of Plan Set to County for their files and use during construction. L&G provided TxDOT with details necessary for material request and change order processing. This task is complete.	**L&G**	**100%**

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Ricardo Gallaga, P.E.
Project Manager

for:

INVOICE

Dos Land Surveying

1002 E. Exp. 83
Weslaco, Texas 78596
956-969-4183

Bill To:
L&G Engineering
1900 S. Stewart Rd, Suite 3
Mission, TX 78572
956-585-1909

DATE: March 31, 2013
INVOICE # 02.03.13 - FM 1017

DESCRIPTION	CONTRACT AMOUNT	PREVIOUSLY BILLED	CURRENT AMOUNT DUE	CONTRACT BALANCE	PERCENT COMPLETE
FM 1017					
Horizntal & Vertical Control	$ 2,652.55	$ 2,387.30	$ 265.26	$ -	100%
Field Surveying for R.O.W Mapping	$ 987.92	$ 889.13	$ 98.79	$ -	100%
Topographic Survey	$ 10,948.27	$ 9,853.44	$ 1,094.83	$ -	100%
Other Direct Expenses:					
GPS	$ 450.00	$ 405.00	$ 45.00	$ -	100%
Mileage	$ 293.25	$ 263.93	$ 29.33	$ -	100%
CAD Station w/plotter	$ 740.00	$ 666.00	$ 74.00	$ -	100%
TOTALS	$ 16,071.99	$ 14,464.79	$ 1,607.20	$ -	100%
		TOTAL DUE	$ 1,607.20		

Make all checks payable to Dos Land Surveying

THANK YOU FOR YOUR BUSINESS!

Client: Hidalgo County - Precinct No. 4

EXHIBIT C
PROJECT WORK SCHEDULE
FM 1017 - Brewster Project
From 0.1 miles West of US 281 to 0.8 miles West
Length = 0.7 miles

TASK AND DESCRIPTION	FIRM	2012			2013											
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
FM 1017 - Brewster																
SCHEMATIC																
Develop Schematic	L&G															
TxDOT Review & Revisions	TxDOT															
TxDOT Approval	TxDOT															
Revise to TxDOT & Public Meeting Comments	L&G															
PS&E																
30% Completion	L&G															
60% Completion	L&G															
90% Completion	L&G															
TxDOT Approval	TxDOT															
ENVIRONMENTAL CLEARANCE																
Prepare a BCE Checklist	L&G															
Environmental Decision	TxDOT															
ROW MAP																
Prepare ROW Map	L&G															
TXDOT Review & Revisions	TxDOT															
TxDOT Approval	TxDOT															
TXDOT RELEASE OF ROW																
Release (Dependent on Availability of Funds)	TxDOT															
ACQUISITION SERVICES																
ROW Acquisition	L&G															
PROPOSED LETTING																
TxDOT Order/Deliver Material	TxDOT															
Hidalgo County Pct.#4 (Work Performed)	PCT#4															

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION
HIDALGO COUNTY PCT. 4

EDINBURG, TEXAS 78542
RECEIVED BY
FEB 2 0 2013
HIDALGO COUNTY PCT. #4

1:52 PM2/25/2013

Letty Saenz	12/11/2012:CC	Pct 4-Approval of Prof Engineering Svc Agreement-Job Specific Project- "**fm 1017** West of US 281"	PURCHASING DEPT.	Martha L Salazar

a. Requesting approval of a "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for: "Professional Engineering Services" in connection to JOB SPECIFIC PROJECT: "**fm 1017** (from 0.1 MILES WEST of US 281 to 0.8 MILES WEST) within Hidalgo County Precinct No. 4.

b. Pursuant to Article 14 of the "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of sub-contractor (DOS LAND SURVEYIN, LLC) with adherence to insurance provisions required by said article.

c. Requesting approval of Work Authorization No. 1 ($ 138, 827.64) from L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING for Professional Engineering Services" in connection to JOB SPECIFIC PROJECT: "**fm 1017** (from 0.1 MILES WEST of US 281 to 0.8 MILES WEST) within Hidalgo County Precinct No. 4.

Manuel Chapa	12/11/2012:CC	Pct# 4 Rd Maint (1200)	BUDGET & MANAGEMENT	Rey Salazar

Pct. #4 (1200):
Approval of 2012 interdepartmental transfer within Pct# 4 from Rd Maint. (program 007) to **fm 1017** (program 122) in the amount of $138,827.64

EDINBURG, TEXAS 78542
RECEIVED BY
HIDALGO COUNTY PCT. #4
FEB 20 2013

Purchase Order

COUNTY OF HIDALGO

PO#: 688436

DATE: 02/22/13

VENDOR: 280046 REQ:00228677
FAX (956)565-6746 Email:
Phone:(956)565-9813
L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: COMMISSIONER, PRECINCT 4
Contract No: C-13-027-12-11

Special Instructions:
PCT. REQ. #0063

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER AS PER CONTRACT C-13-027-12-11 EXPIRES 12/10/2013		
1	EACH	CC WORK AUTHORIZATION #1 APPROVED UNDER AGENDA ITEM AI-35648 12/11/12 UNDER CONTRACT C-13-027-12-11 WILL BE FOR ENGINEER TO PROVIDE SERVICES REQUIRED FOR THE PREPARATION OF BLANKET CATEGORICAL EXCLUTION CHECKLIST, SURVEYING AND PS&E FOR THE FM 1017 PROJECT FROM 0.1 MILES WEST OF US281 TO 0.8 MILES WEST.	138,827.64	138,827.6
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		138,827.6

****

For Hidalgo County use only

3-1342-431-00-124-122-0-841 138,827.64

Approved

Mayra L Salamanca

Purchase Order

COUNTY OF HIDALGO

PO#: 688436

DATE: 02/22/13

VENDOR: 280046 REQ:00228677
FAX (956)565-6746 Email:
Phone:(956)565-9813
L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: COMMISSIONER, PRECINCT 4
Contract No: C-13-027-12-11

Special Instructions:
PCT. REQ. #0063

VENDOR NOTES

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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 Inv. #11324389		
		AS PER CONTRACT C-13-027-12-11 EXPIRES 12/10/2013		
1	EACH	CC WORK AUTHORIZATION #1 APPROVED UNDER AGENDA ITEM AI-35648 12/11/12 UNDER CONTRACT C-13-027-12-11 WILL BE FOR ENGINEER TO PROVIDE SERVICES REQUIRED FOR THE PREPARATION OF BLANKET CATEGORICAL EXCLUTION CHECKLIST, SURVEYING AND PS&E FOR THE FM 1017 PROJECT FROM 0.1 MILES WEST OF US281 TO 0.8 MILES WEST.	138,827.64	138,827.6
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		138,827.6

****

For Hidalgo County use only

3-1342-431-00-124-122-0-841 138,827.64

Approved

Mary L Salamanca

AI-38287 **12. G.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Presentation for discussion, consideration, acceptance, and approval to exercise the **one (1) year** extension (on an annual basis) as stated in the current **"Memorandum of Understanding"** (MOU)-E-12-132-05-08 (C-07-225-05-08) for **"Prenatal Health Care Services of Inmates"** between the **Hidalgo County Sheriff's Office** and **Hidalgo County Health Department.**

2. Requesting authority to exercise the additional **one (1) yea**r period as provided in current contract #C-11-016-04-19 for: **"Service and Maintenance for Generators at the Jail / Law Enforcement Center / Etc..."** for the **Hidalgo County Sheriff's** Office, under the same rates, terms and conditions with **CLIFFORD POWER SYSTEMS, INC.**

BACKGROUND

Letter of Extension- Clifford Power Systems, Inc.
Memos for MOU by and btwn HCSO & HCHD-Prenatal Care Services for Inmates.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-331/432

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

BUDGETARY IMPACT:

Blanket PO# 685733 for vendor Clifford Power Systems, Inc.
Account 3-1100-423-21-280-002-0-432 has an available balance of $46,669.62 as of 4/25/2013. On an "as needed basis"

Account 3-1100-423-21-280-002-0-331 has an available balance of $76,001.65 as of 4/25/2013.

Attachments

Extension Memo-MOU-HCHD & HCSO

Ext Ltr-Clifford Power Syst-HCSO

Updated Certificate of Ins

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:08 AM
Budget & Management	Angela Garcia	04/25/2013 01:22 PM
Obdett Calzada	Obdett Calzada	04/25/2013 05:04 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Letty Saenz Started On: 04/17/2013 04:41 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

TO: Mr. Euardo Olivarez, Director
Hidalgo County Health Department
via email eddie.olivarez@hchd.org

FROM: Leticia Saenz, CPPB, Contract Manager
Hidalgo County Purchasing Department

DATE: April 17, 2013

RE: ***NOTICE OF INTENT TO EXTEND CONTRACT***
Contract No.E-12-132-05-08 (C-07-228-05-08)-MOU-Prenatal Health Care Services of Inmates

Please be advised that I will be placing the following contract for approval of extension on the next Commissioner's Court agenda:

Contract Nos.	Awarded Vendors	Title of Project	Extension Options Commencement/Expiration
E-12-132-05-08 (C-07-228-05-08)	MOU-Between Hidalgo County Health Department And Hidalgo County Sheriff's Office	Prenatal Health Care Services for Inmates	Exercising the addt'l one (1) year term to extend (as stated in the current MOU to renew on an annual basis)

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services.

Provided under the current Memorandum of Understanding (MOU), Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year periods on an annual basis as stated on page 2, #7 of the MOU.

Please acknowledge receipt and approval to exercise this **"option"** for the contract specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES_____ I **do** wish to obtain the additional year period extension.
NO_____ I **do not** wish to obtain the extension/renewal.

If answer is no, please explain: _____

Authorized Signature: _____ **Date:** _____
Hidalgo County Health Department

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: File

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

MEMORANDUM

TO: Honorable Guadalupe "Lupe" Trevino, Sheriff
Attn: **Rene Gonzalez, Captain** via email rene.gonzalez@co.hidalgoso.org
Juan Tapia, Procurement Specialist via email juan.tapia@hidalgoso.org
Hidalgo County Sheriff=s Office

FROM: Leticia Saenz, CPPB, Contract Manager
Hidalgo County Purchasing Department

DATE: April 17, 2013

RE: ***NOTICE OF INTENT TO EXTEND CONTRACT***
Contract No.E-12-132-05-08 (C-07-228-05-08)-MOU-Prenatal Health Care Services of Inmates

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Please acknowledge receipt and approval to exercise this **"option"** for the contract specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES_____ I **do** wish to obtain the additional year period extension.
NO_____ I **do not** wish to obtain the extension/renewal.

If answer is no, please explain: _____

Authorized Signature: _____ **Date:** _____
Hidalgo County Sheriff's Office

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: File

STATE OF TEXAS §
§
HIDALGO COUNTY §

C-07-225-05-08

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HIDALGO COUNTY HEALTH DEPARTMENT
AND THE HIDALGO COUNTY SHERIFF'S OFFICE

This Memorandum of Understanding (MOU) is made on this the 8th day of **May, 2007**, by and between the Hidalgo County Health Department, hereinafter referred to as "Health Department", and the Hidalgo County Sheriff's Office hereinafter referred to as "Sheriff's Office";

WHEREAS, the Sheriff's Office is responsible for providing basic health related services to inmates detained at the Hidalgo County Adult Detention Center (the "Adult Detention Center");

WHEREAS, the Health Department provides basic healthcare services to County residents and further provides reduced or paid services to eligible residents who meet the income and resources requirements established by the Texas Health & Safety Code Chapter 61;

WHEREAS, a small percentage of inmates at the Adult Detention Center require prenatal care while incarcerated;

WHEREAS, the Sheriff's Office seeks assistance from the Health Department for the provision of healthcare services in instances in which a County resident who is incarcerated and is being held at the Adult Detention Center, requires prenatal care and does not qualify for County reduced or paid services;

WHEREAS, the Health Department has proposed a rate schedule to the Sheriff's Office which is attached hereto as Exhibit "A", in which the Sheriff's Office would pay for the prenatal care of an inmate who does not qualify for reduced or paid health care.

Now therefore, the parties agree as follows:

1. The Sheriff's Office agrees to reimburse the Health Department for basic prenatal healthcare services provided to inmates who do not qualify as an "eligible resident" under the Indigent Health Care and Treatment Act (Texas Health & Safety Code Chapter 61) for reduced or paid healthcare based on the rate schedule presented as Exhibit "A" attached hereto.

2. The parties agree that the Adult Detention Center will call the RN Supervisor at the Health Department's Edinburg Clinic to schedule an appointment for prenatal inmate referrals (the "Referrals").

3. The prenatal inmate referrals will be assessed by the RN Supervisor for high risk conditions prior to scheduling an appointment.

4. The Referrals will receive a prenatal assessment during clinic days that the Nurse Practitioner is present and not by th RN alone.

5. The Health Department Edinburg Clinic shall assign a prenatal care inmate a return appointment at the end of each clinic visit, unless the Nurse Practitioner identifies the patient as having a high risk pregnancy in which case the Health Department shall not provide further prenatal care. In addition, any abnormal test results will be referred back to the Adult Detention Center physician for follow up.

6. The Adult Detention Center nurse shall, in a timely manner, inform the Health Department Edinburg Clinic when prenatal care inmates have been transferred to another facility or are removed from the Center. The Adult Detention Center shall make every effort to provide the Health Department Edinburg Clinic a forwarding address for prenatal care inmates.

7. **Duration of MOU.** The term of this MOU is one year from the date first written above. The parties may mutually consent in writing to renew this MOU for additional one (1) year periods.

8. **Amendments.** This MOU may be amended at any time by written approval of both parties and their respective designees.

9. **Termination of MOU.** Any party may unilaterally withdraw at any time from this MOU, except as stipulated above, by transmitting a signed statement to the effect to the other party. This MOU thereby shall be considered terminated thirty (30) days from the date the non-withdrawing party actually receives the notice of withdrawal from the withdrawing party.

10. **Primary Contacts.** The parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts between the parties. The parties intend that, to the maximum extent possible and unless otherwise approved by the other party, all significant communications between the parties shall be made through the primary contacts or their designees. The designated primary contacts for each party are:

For Hidalgo County Health Department:

Mr. Eduardo Olivarez
Chief Administrative Officer
1304 South 25th
Edinburg, Texas 78539

Hidalgo County Sheriff's Office:

Sheriff Guadalupe Trevino
P.O. BOX 1228
Edinburg, Texas 78540

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

HIDALGO COUNTY SHERIFF'S OFFICE

Guadalupe Trevino, Sheriff

HIDALGO COUNTY HEALTH DEPARTMENT

Eduardo Olivarez, Director

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

FULL PAY CLIENTS PAYMENT SCHEDULE
(AS IDENTIFIED IN THE ELIGIBILITY GUIDELINES)

FAMILY PLANNING

Family Planning Intake with supplies	$ 10.00
Family Planning Physical Exam	$ 50.00
Refills	$ 7.00(one pack)
Depo Provera	$ 21.00(per injection)
Pregnancy Test	$ 8.00

PRENATAL

Maternity Intake	$ 50.00
Physical Exam	$ 30.00
Return	$ 10.00
Prenatal Vitamins	$ 10.00
Iron	$ 3.00
RhoGam	$ 75.00
Triple Screen	$ 45.00

CHILD HEALTH

Thetops	$ 30.00
Lead (with Thetops) no walk - ins	$ 15.00
**Newborn Screens (walk - in)	$ 15.00
**HGB(walk - in)	$ 5.00
**Hemocue Glucose (walk -in)	$ 5.00
**Blood Pressure Reading(walk -in)	$ 5.00
Immunization/PPD Card Copy	$ 5.00

PULMONARY

PPD Screen &Reading;PMD referral,openTB recordw/wo x-rays	$ 30.00
Medical Evaluation/x-ray/meds	$ 48.00
Follow-up Medical Evaluation/x-ray/meds	$ 20.00
Monthly Toxicity/meds(DOT/DOPT included in monthly Tox	$ 30.00
X-Rays only	$ 10.00
Alternate Care for TB Contacts(comprehensive services)	$ 16.00

STD'S

STD Office Visit/lab	$ 10.00
STD Medical Evaluation/Tx./lab	$ 25.00
STD follow-up Lab/Tx	$ 10.00

**An L-37 Short Term Record must be opened on all Walk - in's

Schedule of Fees applies to :
- Those clients screened as potentially elig. For Medicaid and refuse to follow thru with the Medicaid Application
- One Time visits(non-residents, insured, special circumstance cases)

HCHD Revised September 2005

EXHIBIT

A

PERKINS 800-831-0900

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

April 17, 2013

Melissa Smith, Service Sales/Acct. Manager
c/o Elvia McGowan, Billing Coordinator
CLIFFORD POWER SYSTEMS, INC.
4702 Dodge Street
San Antonio, TX 78217
Tel: (210) 333-0377

via email msmith@cliffordpower.com
via email emcgowan@cliffordpower.com
via facsimile: (210) 653-7121

Re: Extension/Renewal for Contract No. C-11-016-04-19 -"Service and Maintenance for Generators at the Jail/Law Enforcement Center/Etc.."(on an as needed basis)-Hidalgo County Sheriff's Office

Dear Ms. Smith:

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: _____
Melissa Smith, Service Sales/Acct. Manager

Additionally, we are requesting your company to provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-016-04-19

THIS CONTRACT is made and entered into this **19th** day of **April, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **Clifford Power Systems, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Service & Maintenance to Generators at the Jail-Law Enforcement Center-Etc." (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) year (on an as needed basis)**, commencing on **May 11, 2011** and expiring on **May 10, 2013** and may be extended at the sole discretion of the County 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 at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	Clifford Power Systems, Inc. Attention: Scott Boddicker, Service Sales/Account Manager 4702 Dodge Street San Antonio, TX 78217

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this 5 day of May, 2011.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 4/19/11 RD

COMPANY:
CLIFFORD POWER SYSTEMS, INC.

By: _____
Printed Name: Scott Boddicker
Title: Service Sales/ Account Manager

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 07, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"SERVICE & MAINTENANCE TO GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC."**
Bid No: 2011-016-03-02-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"SERVICE & MAINTENANCE TO GENERATORS LOCATED AT JAIL-LAW ENFORCEMENT CNTR-ETC"

Bid No: 2011-016-03-02MEG

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_8__ pages.**
4. **Exhibit "B" Bid Page consisting of__2__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.**
7. **Vendor/Bidder Application and W-9 form consisting of_6__ pages.**
8. **Draft Requirements Agreement consisting of __5__ 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

February 07, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2011-016-03-02-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE & MAINTENANCE FOR GENERATORS at JAIL- LAW ENFORCEMENT CNTR-ETC"

BID OPENING DATE: MARCH 02, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE- "SERVICE & MAINTENANCE FOR GENERATORS AT JAIL-LAW ENFORCEMENT CNTR-ETC"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2011-016-03-02-MEG HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE & MAINTENANCE FOR GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC"** and in County's Purchasing Department, Physical: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. WEDNESDAY, MARCH 2, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-016-03-02-MEG HIDALGO COUNTY SHERIFF'S OFFICE- "SERVICE & MAINTENANCE FOR GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE- "SERVICE & MAINTENANCE FOR GENERATORS at the JAIL-LAW**

ENFORCEMENT CNTR-ETC" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Sheriff's Office
  711 El Cibolo Road
  Edinburg Texas 78539
  ATTN.: Guadalupe Lupe Trevino (956) 383-8114

17. **Schedule of Events**

Bid Opening, 9:30 AM	**March 2, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or

employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 Hidalgo County Courthouse. COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the

contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement 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 SHERIFF'S OFFICE-
"SERVICE & MAINTENANCE FOR GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC" "
BID NO.: 2011-016-03-02-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SPECIFICATION

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor to conduct all of Services/ Maintenance and Repair of Generators on a Quarterly, Annually and/or Triennial (every third year) as required with a schedule to be provided (upon request) by the Hidalgo County Sheriff's Office, after award of bid/contract to awarded bidder. These services will be provided in accordance with these specifications and the manufacturer recommendations. Bid should include all labor and materials to properly service and maintain as necessary, such as PM1, PM2, PM3, Load Bank Testing, Automatic Transfer, Megohmeter and Fuel Annual etc..

The Generators to be maintained consists of the following:

#	Manu factor	KW	Serial #	BUILDING	LOCATION
1	Caterpillar 3512 B	750	1GZ00708	Adult Det. Cent.	701 El Cibolo Rd. F.M. 162
2	Caterpillar 3512 B	750	1GZ00709	Adult Det. Cen.	701 El Cibolo Rd. F.M. 162
3	Caterpillar 3412 C	600	3FZ02548	Law Enforcement	711 El Cibolo Rd. F.M. 162
4	Caterpillar D 304	350	92B03273	Motor Pool	713 El Cibolo Rd. F.M. 162
5	Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB	250	2095562	Academy	715 El Cibolo Rd. F.M. 162
6	Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)	100	2091520	Courthouse Sally Port	100 N. Closner, Edinburg,Tx.

REQUIREMENTS

1. Vendor(s) interested in participating in this bid process, must be authorized to link onto the ISO switchboard (hardware), with a twin CAT system build 959 version 2.9 made by Beck Hoff (software).

2. Participants must be authorized factory trained and certified to work on all Caterpillar equipment and its switch gear (I S O Links, Zenith and ASCO series 300), along with Kohler (Detroit Diesel), Generac SD 100 (Mitsubishi) equipment and its switch gear.

3. Participants must also use only genuine Caterpillar parts, Detroit Diesel and Mitsubishi parts (filters oil, air, diesel, and misc. parts, **equal or better)** and able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission.

4. Technicians must be available (24) twenty–four hours (7) seven days a week.

5. Please provide with your bid a technician fee on an "As needed basis" per hour (normal hours and after hours) plus the percentage mark up rate for parts for the repairs of the mentioned generator (s). Additionally, awarded vendor at the time of submission of invoices to the Hidalgo County Sheriff's Office, awarded vendor must provide invoices for parts purchased to repair generators, for auditing purposes and verify the mark up rate.

TERMS & CONDITIONS

1. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY**.

2. The term of the contract will be for two (2) years with the county's option to extend for additional one (1) year terms under the same rates, terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.

3. Hidalgo County reserves the right to continue this bid for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

5. Hidalgo County reserves the right to award the bid to the low bidder meeting all requirements and specifications.

6. Hidalgo County reserves the right to award on an "all or none basis".

7. Vendor shall provide services at no additional cost other than that stated on Exhibit "B" for normal maintenance and repairs.

8. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

9. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

10. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

MAINTENANCE AND SERVICES

PM LEVEL 1 Services are recommended Quarterly
PM LEVEL 2 Services are Recommended Annually
PM LEVEL 3 Services are Recommended every Three (3) years
TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually
LOAD BANK TESTING Recommended Annually

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

Scheduled Maintenance

PM LEVEL 1 – Services are recommended Quarterly

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

AIR INDICTION and EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation, inspect for oil slobbering.
- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination.
- Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level I).

STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.

- Batteries (Specific Gravity) – Check electrolyte level and specific gravity. Fill cells with distilled water as necessary
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect and test all panel and system alarms.

CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

Scheduled Maintenance

PM LEVEL 2 Services are Recommended Annually

(Includes all services Level 1 -Inspection, as well as the following).

FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

Scheduled Maintenance

PM LEVEL 3 Services are Recommended every Three (3) years

(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.

- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually

INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays..
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

LOAD BANK TESTING Recommended Annually (Required annually for most applications)
(SEE NFPA 110 & NFPA 99)

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference

FUEL ANALYSIS – Recommended Annually

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D
Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min Max	D86	288	288	282 338		
Kinematic Viscosity, 40 C sCt Min Max	D445	1.3 2.4	1.3 2.4	1.9 4.1	1.9 4.1	5.5 24
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass,max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of the following: 1.) Cetain index min 2.)Aromaticity, % vol, max	 D976 D1319	 40 35		 40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve

the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, Cppb, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, FEBRUARY 23, 2011, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, **FRIDAY, FEBRUARY 25 2011 BY 5:00 P.M.**

BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"Service & Maintenance for Generators at the
Jail-Law Enforcement Cntr-Etc."
RFB NO.: 2011-016-03-02-MEG

Description Of Generators	AMOUNTS					
	PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE
1. Cat 3512 B Gen set 750 KW 480 volt 3 PH						
2. Cat 3512 B Gen set 750 KW 480 volt 3 PH						
3. Cat 3412 C						
4. Cat D-304						
5. Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB						
6. Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)						
TOTAL BID (for all above items)						

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

D. Technician Fee:

1. Normal Hours $ _____ (specify hours) _____ to _____
2. After Hours $ _____ (specify hours) _____ to _____
3. Mark up rate for parts_____%

E. Other_____

BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"Service & Maintenance for Generators at the
Jail-Law Enforcement Cntr-Etc."
RFB NO.: 2011-016-03-02-MEG

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

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 (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – 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: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

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

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your **TIN** in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if Items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID

BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"Service & Maintenance for Generators at the
Jail-Law Enforcement Cntr-Etc."
RFB NO.: 2011-016-03-02-MEG

Description Of Generators	AMOUNTS					
	PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE
1. Cat 3512 B Gen set 750 KW 480 volt 3 PH	$200 each trip	$900	$2,100	$850	included w/PM1	$90
2. Cat 3512 B Gen set 750 KW 480 volt 3 PH	$200 each trip	$900	$2,100	$850	included w/PM1	$90
3. Cat 3412 C	$200 each trip	$800	$1,400	$750	included w/PM1	$90
4. Cat D-304	$200 each trip	$490	$1,400	$600	included w/PM1	$90
5. Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB	$200 each trip	$378	$900	$600	included w/PM1	$90
6. Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)	$200 each trip	$240	$900	$450	included w/PM1	$90
TOTAL BID (for all above items)	$1200 per $3,600 yr	$3,758	$8,800	$4,100	all included	$540

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

D. Technician Fee:

1. Normal Hours $ 82.00 (specify hours) 8am to 5pm
2. After Hours $ 123.00 (specify hours) 5pm to 8am
3. Mark up rate for parts 5 %

E. Other _____

9:51
3-2-11

BID PAGE
HIDALGO COUNTY SHERIFF'S OFFICE
"Service & Maintenance for Generators at the
Jail-Law Enforcement Cntr-Etc."
RFB NO.: 2011-016-03-02-MEG

BIDDER/COMPANY NAME: Clifford Power Systems, Inc.
ADDRESS: 4702-B Dodge St.
CITY/STATE/ZIP CODE: San Antonio, TX, 78217
PHONE & FAX NO.'S: office - 210-333-0377 fax 210-653-7121
CELLULAR PHONE: 210-913-8837
AUTHORIZED SIGNATURE: SB
PRINTED NAME: Scott Boddicker
TITLE: Service Sales Account Manager
EMAIL: sboddicker@clifford power.com

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MURRAY/WAMBLE & ASSOCIATES INC.
5525 E 51st Street, Suite 310
Tulsa, OK 74135

CONTACT NAME:
PHONE (A/C, No, Ext): (918)388-6633 FAX (A/C, No): (918)388-6634
E-MAIL ADDRESS: kenw@murraywamble.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Travelers Property Casualty Company of America	36161
INSURER C: Hartford Accident and Indemnity	22357
INSURER D: American Safety	25433
INSURER E: Maxum Indemnity Company	26743
INSURER F:	

INSURED Clifford Power Systems, Inc.
P.O. Box 581807
Tulsa, OK 74158
918.836.0066

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			57UENOH0142	3/1/11	3/1/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			57UENOH0143	3/1/11	3/1/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			Umbrella Cov Form QK08500251	1/1/11	3/1/12	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57WEOH0141	3/1/11	3/1/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Employee Dishonesty			104840375	8/14/10	8/14/11	$1,000,000	
D	Pollution Liability			CPL0163181004	5/4/10	5/4/11	$5,000,000 ea occ/agg	
E	Professional Liability			PFP6012204	3/1/11	3/1/12	$1M / $1M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 S. Business Hwy 281
Edinburg, TX 78539

Attn: Elena Gomez
elena.gomez@co.hidalgo.tx.us

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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TEXAS LIABILITY INSURANCE CARD

Commercial Insurance

COMPANY NUMBER: 19682
COMPANY: Hartford Fire Insurance Company

POLICY NUMBER: 57 UENOH0143
EFFECTIVE DATE: 3/1/2011
EXPIRATION DATE: 3/1/2012

YEAR: MAKE/MODEL: Fleet
VEHICLE IDENTIFICATION NUMBER:

AGENCY/COMPANY ISSUING CARD
Murray Wamble & Associates, Inc.
5525 E 51st Street, Suite 310
Tulsa, OK 74135
(918) 388-6633

INSURED
Clifford Power Systems, Inc.
Nola Equipment LLC
PO Box 581807
Tulsa, OK 74158

State of Texas
Motor Vehicle Safety Responsibility Act for the Specified Vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Texas Liability Insurance Card
Keep this card.

IMPORTANT:
This card or a copy of your insurance policy must be when you apply for or renew your:

- Motor Vehicle Registration
- Driver's License
- Motor Vehicle Safety Inspection Sticker

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

ACORD 50 TX (11/91) ©ACORD CORPORATION
This policy provides at least the minimum amounts of liability insurance required by the

Registration Copy

TEXAS LIABILITY INSURANCE CARD

Commercial Insurance

COMPANY NUMBER: 19682
COMPANY: Hartford Fire Insurance Company

POLICY NUMBER: 57 UENOH0143
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ACORD 50 TX (11/91) ©ACORD CORPORATION
This policy provides at least the minimum amounts of liability insurance required by the

Keep this Copy in Vehicle

HERE'S WHAT TO DO AFTER AN ACCIDENT

1. Take immediate action to prevent further damage at the scene of the accident
   a. Pull onto shoulder or side of road.
   b. Place warning signals promptly and properly, and/or turn on hazard signals.
2. Call police. If someone is injured, request medical assistance. If fire is involved, request Fire Department aid.
3. Secure names and addresses of all witnesses to the accident.
4. Be courteous. Answer policy questions. Give identifying information to the other party involved, but make no comments about assuming responsibility.
5. As soon as possible, report the accident to your insurance company and your employee

CC Meeting April 19, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
April 19, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** Flores Out

2. **Pledge of Allegiance** All

3. **Prayer** Com Quintanilla

4. **Approval of Consent Agenda** (11 A, F, N,) All Approved

Open Forum

6. **Executive Officer - Valde Guerra:**

A.

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-26235** Approval to accept settlement check from Fred Loya Insurance Agency in the amount of $517.00 to settle auto accident with County vehicle. (Budget & Mgmt Office)
approved

7. **Constables:**

A. **AI-26251** **Constable Pct. #3 (1220):**
1. Approval of certification of revenues, as certified by the County Auditor, for the 2011 LEOSE (Peace Officer Allocation) received from the Texas Comptroller of Public Accounts office.
approved
2. Approval of 2011 appropriation of funds for the Constable Precinct No. 3- LEOSE (1220) in the amount of $1,690.56 and 2010 LEOSE interest earned in the amount of $1.96 for a total amount of $1,692.52.
approved

8. **County Judge's Office:**

CC Meeting April 19, 2011

A. AI-26228 1. Approval of Interlocal Cooperation Agreement between the County of Hidalgo and the McAllen Public Utility Board in connection with the McColl road improvement project.
approved

2. Approval of Interlocal Cooperation Agreement Project between the County of Hidalgo and Mcallen Public Utility Board for the construction and installation of a water line along the McColl Road improvement project.
approved

18. **Precinct #3 - Comm. Flores:**

A. AI-26215 Requesting approval to name new roads for a new development located in Precinct #3 as requested by 9-1-1 Department as the following: **AIRCRAFT DR., LANDING DR., RUNWAY DR., WINGS ST., HANGAR ST., JET ST.**
approved

B. AI-26248 Requesting approval to rescind action taken by Commissioners' Court on April 12, 2011 for approval of Interlocal Cooperation Agreement between the County of Hidalgo and Agua Special Utility District. (AI - 26124 19.A.)
approved

follow up Elmers from 4/12/11

19. **Budget & Management - Raul Silguero Jr.:**

A. AI-26218

Salary Sweep (1100):
Approval to transfer General Fund lapsed salaries from various departments to the County Wide Administration Contingency account.
approved

Purchasing Department - Marty Salazar:
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
nothing to report

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
nothing to report a-c

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report a-c

a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

B. **Pct. 1**

1. AI-26223 Approval to rescind action taken on agenda item #15390 (approved by CC-May 12, 2009) in as much as document was never executed by either party and thus is void and unenforceable.

approved

2. AI-26190 Requesting approval of contract document for On-Call Professional Engineering Services with "Guzman & Munoz Engineering And Surveying, Inc." for various Road and Bridge, CIP, Drainage Projects located within Precinct #1.

approved

C. **Pct. 4**

1. AI-26220 Recommending award of bid (through sealed quotes) and approval of lease agreement to sole bidder Vicky I. Flores, meeting all specifications and/or requirements as attached hereto for "Citizens Collection Station in the San Manuel Area" for Pct. 4.

approved

D. **Sheriff's Office**

1. AI-26070 Recommending award of bid and approval of contract document to the lowest bidder meeting all specifications and/or requirements as attached hereto for Hidalgo County Sheriff's Office- "Service & Maintenance of Generators located @ Jail & Law Enforcement Cntr - Etc." RFB No. 2011-016-03-02-MEG.

approved

21. **Closed Session:**
11:22 am
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. **AI-26233** Claim of Elizabeth Ponce

E. **AI-26278** C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

22. **Open Session:**
12:05

A. Real Estate Acquisition and appropriation for same

no action

APPROVED

AI-26070 **20.D.1.**

Award of Bid/Contract-"Service & Maintenance of Generators Located @ Jail & Law Enforcement Cntr Facilities"

CC REGULAR

Date: 04/19/2011
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract document to the lowest bidder meeting all specifications and/or requirements as attached hereto for Hidalgo County Sheriff's Office- "Service & Maintenance of Generators located @ Jail & Law Enforcement Cntr - Etc." RFB No. 2011-016-03-02-MEG.

BACKGROUND

BACKGROUND
1. Current Contract expired May 10, 2011
2. New Contract to commence May 11, 2011
Contract Document was reviewed and approved as to form by legal counsel.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-423-21-280-002-0-432
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:
Available balance as of 4-14-11 $21,207.47
On an "as needed basis"

Attachments

Link: Memo of Recommendation
Link: Tabulation Sheet
Link: Comparison Sheet
Link: contract document
Link: EMAIL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/13/2011 10:21 AM	APRV
2	Budget & Management	Erika Zamora	04/13/2011 01:37 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/14/2011 01:23 PM	APRV
4	Auditor's Office		04/15/2011 09:59 AM	NEW

Form Started By: Elena Gomez Started On: 03/31/2011 01:50 PM
Final Approval Date: 04/15/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2013

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
Murray Wamble & Associates
5525 E 51st Street, Suite 310
Tulsa, OK 74135

CONTACT NAME:
PHONE (A/C, No, Ext): (918) 388-6633 FAX (A/C, No): (918) 388-6634
E-MAIL ADDRESS: kenw@murraywamble.com

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A	Hartford Fire Insurance Company	19682
INSURER B	Travelers Property Casualty Company of America	36161
INSURER C	Hartford Accident and Indemnity	22357
INSURER D	Chartis Specialty Insurance	26883
INSURER E	Hiscox	10200
INSURER F		

INSURED
Clifford Power Systems, Inc.
P.O. Box 581807
Tulsa, OK 74158
918.836.0066

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			38UENOH0161	3/1/13	3/1/14	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			38UENOH0162	3/1/13	3/1/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			Umbrella Cov Form ZUP-14P62054-13	3/1/13	3/1/14	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		38WEOH0160	3/1/13	3/1/14	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Employee Dishonesty			104840375	8/14/12	8/14/13	$1,000,000	
D	Pollution Liability			CPL18780002	5/4/12	5/4/13	$5M occ/$5M agg	
E	Professional Liability			ANE126136412	4/15/13	4/15/14	$1M / $1M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
Hidalgo County Sherriffs Office
2802 S. Business Hwy 281
Edinburg, TX 78539
Attn: Elena Gomez
leticia.saenz@co.hidalgo.tx.us

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 REPRESENTATIV

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Dawn Sloman

From: Donna Wells
Sent: Thursday, April 25, 2013 1:44 PM
To: Dawn
Subject: FW: Hidalgo County COI Request 4-25-13
Attachments: Expired Ins Certificat-Clifford Power Systems Inc-HCSO.PDF

Importance: High

Hi Dawn,
Please see attached COI request.
Thanks, Donna

From: Jesse Chestnut [mailto:jchestnut@cliffordpower.com]
Sent: Thursday, April 25, 2013 1:28 PM
To: COI
Subject: Hidalgo County COI Request 4-25-13
Importance: High

Please see the attached COI for Hidalgo County. Please send the new COI to Leticia.saenz@co.hidalgo.tx.us

We need to get them the new one ASAP. Thank you.

-best regards-

Jesse Chestnut
Customer Service – PM Renewals
Clifford Power Systems, Inc.
2916 National Drive, Garland, TX 75041
Phone: 972-905-2403 • Fax: 972-905-2499
jchestnut@cliffordpower.com • www.cliffordpower.com

A service company dedicated to power generation, Clifford Power Systems is the preferred leader in the off-utility power generation industry.

CLIFFORD Power Systems, Inc. GENERAC INDUSTRIAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
MURRAY/WAMBLE & ASSOCIATES INC.
5525 E 51st Street, Suite 310
Tulsa, OK 74135

CONTACT NAME:
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INSURER C: Hartford Accident and Indemnity	22357
INSURER D: American Safety	25433
INSURER E: Maxum Indemnity Company	26743
INSURER F:	

INSURED
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918.836.0066

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			57UENOH0142	3/1/11	3/1/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			57UENOH0143	3/1/11	3/1/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			Umbrella Cov Form QK08500251	1/1/11	3/1/12	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57WEOH0141	3/1/11	3/1/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Employee Dishonesty			104840375	8/14/10	8/14/11	$1,000,000	
D	Pollution Liability			CPL0163181004	5/4/10	5/4/11	$5,000,000 ea occ/agg	
E	Professional Liability			PFP6012204	3/1/11	3/1/12	$1M / $1M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 S. Business Hwy 281
Edinburg, TX 78539

Attn: Elena Gomez
elena.gomez@co.hidalgo.tx.us

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AUTHORIZED REPRESENTATIVE

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AI-38405 **12. H.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #1223400-6 in the amount of $ 169,689.23 submitted by CAS Companies in connection with the "Hidalgo County Renovations and Annex of Modular Buildings" Project-PO#682714.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-419-40-220-048-0-720

FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:

PO #682714 funding available as of 4-26-13 for continuation of Modular Project.

Reference:
3-1342-419-40-220-048-0-739 $ 591,615.67

Attachments

Pay App #6 backup

PO increase backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/26/2013 10:09 AM
Budget & Management	Angela Garcia	04/26/2013 10:16 AM
Manuel Chapa	Manuel Chapa	04/26/2013 04:15 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Oscar Garza Started On: 04/24/2013 03:24 PM

Final Approval Date: 04/26/2013

April 16, 2013



RECEIVED
By Oscar Garza at 11:11 am, Apr 19, 2013

Oscar Garza
Program Manager
Hidalgo County
Edinburg, Texas 78540

RE: Hidalgo County – Modular Buildings
PO# 682714
CAS Invoice #1223400-6

Mr. Sunday,

Attach you will find CAS Invoice for services performed against Hidalgo County Purchase Order #682714. The invoice submitted is representative of the HCPO issued for the work accepted by your office and Hidalgo County.

If there are any questions regard this invoice, please give me a call or email me.

Thanks in advance to Hidalgo County for processing this invoice.

Best regards,

Jason Cuevas
CAS Companies, LP

1306 FM 1092, Ste. 304
Missouri City, TX 77459
Phone: 281.499.4747
Fax: 281.499.6655

4402 Congressional
Corpus Christi, TX 78413
361-298-0227

5402 S. Expressway 83
Harlingen, TX 78552
Phone: 956.216.8200
Fax: 956.216.8069

www.caslp.com

Invoice

Date	Invoice #
4/16/2013	1223400-6

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
682714	Upon Receipt	4/16/2013	2012-234-00	Portables

Quantity	Description	Price Each	Amount
1	Renovations: Annex to Modular Buildings Pro# 12-204-10-16-OGG Original Project Value: $904,534.67 (+) Change Order(s): $464,681.57 Total Project: $1,369,216.24 (-) Previous Draws of: $923,050.06 This Draw: $178,620.24 (-) 5% Retainage of: $8,931.01 Draw Amount: $169,689.23 Balance Remaining: $276,476.95 TIPS/TAPS JOC #10012413	169,689.23	169,689.23

We appreciate your prompt payment.

Subtotal	$169,689.23
Tax (0.0%)	$0.00
Total	**$169,689.23**

1306 FM 1092, Ste. 304
Missouri City, TX 77459

(281) 499-4747 Office
(281) 499-6655 Fax
ap@caslp.com

All payments shall be mailed to the Missouri City office.

Hidalgo Couty Modular Building

03/29/2013 to 04/16/2013 - Pay App #6

								Monthly Payment				Balance to Finish	
Item:	Quantity:	Description:	Unit Rate:	Quantity:	Total Amount:	Qty. Previously Billed	Amnt. Previously Billed:	Monthly Quantity:	Quantity To Date:	Monthly Cost:	Total Cost To Date:	Quantity Remaining:	Amount Remaing:
1	10 Ea.	Project Mangaer	$3,275.00	10.00	$32,750.00	10.00	$32,750.00	0.00	10.00	$0.00	$32,750.00	0.00	$0.00
2	10 Ea.	Superintendent	$3,050.00	10.00	$30,500.00	10.00	$30,500.00	0.00	10.00	$0.00	$30,500.00	0.00	$0.00
3	4 Ea.	Trencher	$1,675.87	4.00	$6,703.48	4.00	$6,703.48	0.00	4.00	$0.00	$6,703.48	0.00	$0.00
4	100 Ea.	Barricades	$11.12	100.00	$1,112.00	100.00	$1,112.00	0.00	100.00	$0.00	$1,112.00	0.00	$0.00
5	600 LF	Temp Fencing, Plywood	$11.44	600.00	$6,864.00	600.00	$6,864.00	0.00	600.00	$0.00	$6,864.00	0.00	$0.00
6	1400 LF	Temp Fencing, Wire Mesh	$21.82	1,400.00	$30,548.00	1,400.00	$30,548.00	0.00	1,400.00	$0.00	$30,548.00	0.00	$0.00
7	30 Ea.	Clean Up of Floor Area	$47.41	30.00	$1,422.30	30.00	$1,422.30	0.00	30.00	$0.00	$1,422.30	0.00	$0.00
8	850 Ea.	Demo, Pavement & Curb, Concrete 6" thick	$16.57	850.00	$14,084.50	850.00	$14,084.50	0.00	850.00	$0.00	$14,084.50	0.00	$0.00
9	1450 Ea.	Demo, Pavement & Curb, Concrete	$4.29	1,450.00	$6,220.50	1,450.00	$6,220.50	0.00	1,450.00	$0.00	$6,220.50	0.00	$0.00
10	8 Ea.	Structural Concrete In-Place, 4,000 PSI, 24"x24"	$575.67	8.00	$4,605.36	8.00	$4,605.36	0.00	8.00	$0.00	$4,605.36	0.00	$0.00
11	7 Ea.	Handicap Access Ramp, 3' Wide	$474.45	7.00	$3,321.15	7.00	$3,321.15	0.00	7.00	$0.00	$3,321.15	0.00	$0.00
12	15 Eaca.	Slab, 3500 PSI, 4" thick	$189.43	15.00	$2,841.45	15.00	$2,841.45	0.00	15.00	$0.00	$2,841.45	0.00	$0.00
13	4200	Slab, 3000 PSI, 8" thick	$3.97	4,200.00	$16,674.00	4,200.00	$16,674.00	0.00	4,200.00	$0.00	$16,674.00	0.00	$0.00
14	175Ea	Core Drilling, 4" Diameter, 6" thick slab	$36.83	175.00	$6,445.25	175.00	$6,445.25	0.00	175.00	$0.00	$6,445.25	0.00	$0.00
15	3Ea.	Core Drill Bits, Diamond	$224.46	3.00	$673.38	3.00	$673.38	0.00	3.00	$0.00	$673.38	0.00	$0.00
16	72 Ea.	Pre-Fab Portable Bldg.	$97.46	72.00	$7,017.12	72.00	$7,017.12	0.00	72.00	$0.00	$7,017.12	0.00	$0.00
17	3 Mth.	Rent Elect. Generator	$831.04	3.00	$2,493.12	3.00	$2,493.12	0.00	3.00	$0.00	$2,493.12	0.00	$0.00
18	7 Ea.	Security Gate, 12' Wide	$3,362.13	7.00	$23,534.91	0.00	$0.00	0.00	0.00	$0.00	$0.00	7.00	$23,534.91
19	2 Ea.	Security Gate, 14' Wide	$3,362.13	2.00	$6,724.26	0.00	$0.00	0.00	0.00	$0.00	$0.00	2.00	$6,724.26
20	5 Ea.	Wood Case Goods, Office desk	$3,840.30	5.00	$19,201.50	5.00	$19,201.50	0.00	5.00	$0.00	$19,201.50	0.00	$0.00
21	25Ea.	Table Tops	$577.30	25.00	$14,432.50	25.00	$14,432.50	0.00	25.00	$0.00	$14,432.50	0.00	$0.00
22	650Ft.	Copper Pipe 1" Diameter type K	$16.29	650.00	$10,588.50	650.00	$10,588.50	0.00	650.00	$0.00	$10,588.50	0.00	$0.00
23	832Ea.	Plastic Pipe 2" Diameter	$14.11	832.00	$11,739.52	832.00	$11,739.52	0.00	832.00	$0.00	$11,739.52	0.00	$0.00
24	1250	Plastic Pipe 4" Diameter	$23.16	1,250.00	$28,950.00	1,250.00	$28,950.00	0.00	1,250.00	$0.00	$28,950.00	0.00	$0.00
25	207Ea.	Plastic Pipe 6" Diameter.	$37.85	207.00	$7,834.95	207.00	$7,834.95	0.00	207.00	$0.00	$7,834.95	0.00	$0.00
26	9Ea	Armored Cable, Copper, Solid,600V, #12 clf 2cond	$166.37	9.00	$1,497.33	9.00	$1,497.33	0.00	9.00	$0.00	$1,497.33	0.00	$0.00
27	5Ea	Armored Cable, Copper, Solid,600V, #12 clf 2cond	$225.63	5.00	$1,128.15	5.00	$1,128.15	0.00	5.00	$0.00	$1,128.15	0.00	$0.00
28	5Ea	Armored Cable, Copper, Solid,600V, #10 Clf 3cond	$317.67	5.00	$1,588.35	5.00	$1,588.35	0.00	5.00	$0.00	$1,588.35	0.00	$0.00
29	12Ea	Armored Cable ,Pvc Jacket,600V#2 in Cable Tray	$753.70	12.00	$9,044.40	12.00	$9,044.40	0.00	12.00	$0.00	$9,044.40	0.00	$0.00
30	6Ea	Wire , Copper, Stranded 600V ,2/0	$380.26	6.00	$2,281.56	6.00	$2,281.56	0.00	6.00	$0.00	$2,281.56	0.00	$0.00
31	14Ea	Wire , Copper, Stranded 600V ,3/0	$472.97	14.00	$6,621.58	14.00	$6,621.58	0.00	14.00	$0.00	$6,621.58	0.00	$0.00
32	17Ea	Wire, Copper, Stranded 600V , 4/0	$587.72	17.00	$9,991.24	17.00	$9,991.24	0.00	17.00	$0.00	$9,991.24	0.00	$0.00
33	100Ea	Witr, Copper, Standed #12 Type THW-THHN	$34.04	100.00	$3,404.00	100.00	$3,404.00	0.00	100.00	$0.00	$3,404.00	0.00	$0.00
34	100Ea	Wire ,Copper,Stranded 600 volt #10	$43.78	100.00	$4,378.00	100.00	$4,378.00	0.00	100.00	$0.00	$4,378.00	0.00	$0.00
35	18 Ea	Wire Copper Standed 600 volt #10	$60.49	18.00	$1,088.82	18.00	$1,088.82	0.00	18.00	$0.00	$1,088.82	0.00	$0.00
36	3000 Ea	PVC conduit schedule 40, 3/4 diameter, to 15' high	$2.85	3,000.00	$8,550.00	3,000.00	$8,550.00	0.00	3,000.00	$0.00	$8,550.00	0.00	$0.00
37	2000 Ea	PVC conduit 40 1 diameter to 15' high , incl	$4.02	2,000.00	$8,040.00	2,000.00	$8,040.00	0.00	2,000.00	$0.00	$8,040.00	0.00	$0.00
38	800 Ea	PVC consuit schedule 40 1-1/4 diameter to 15 H incl	$4.94	800.00	$3,952.00	800.00	$3,952.00	0.00	800.00	$0.00	$3,952.00	0.00	$0.00
39	2400 Ea	PVC conduit schedule 40, 2 diameter to 15 H incl	$6.69	2,400.00	$16,056.00	2,400.00	$16,056.00	0.00	2,400.00	$0.00	$16,056.00	0.00	$0.00
40	600 Ea	PVC conduit schedule 40, 4 diameter to 15' H incl	$6.09	600.00	$3,654.00	600.00	$3,654.00	0.00	600.00	$0.00	$3,654.00	0.00	$0.00
41	200 Ea	Electric metallic tubing 3, diameter to 15' high incl	$14.74	200.00	$2,948.00	200.00	$2,948.00	0.00	200.00	$0.00	$2,948.00	0.00	$0.00
42	200 Ea	Electric metallic tubing 1, diameter to 15 high incl	$2.51	200.00	$502.00	200.00	$502.00	0.00	200.00	$0.00	$502.00	0.00	$0.00
43	200 Ea	Electric metallic tubing , 4 diameter to 15 high incl	$19.51	200.00	$3,902.00	200.00	$3,902.00	0.00	200.00	$0.00	$3,902.00	0.00	$0.00
44	200 Ea	Rigid galvanized steel conduit, 1" diameter to 15 high	$5.49	200.00	$1,098.00	200.00	$1,098.00	0.00	200.00	$0.00	$1,098.00	0.00	$0.00
45	120 Ea	Rigid galvanized steel conduit, 2' diameter to 15' high	$9.91	120.00	$1,189.20	120.00	$1,189.20	0.00	120.00	$0.00	$1,189.20	0.00	$0.00
46	120 Ea	Rigid galvanized steel conduit, 3" diameter to 15" high	$23.18	120.00	$2,781.60	120.00	$2,781.60	0.00	120.00	$0.00	$2,781.60	0.00	$0.00
47	200 Ea	Rigid galvanized steel conduit, 4" diameter to 15' high	$31.19	200.00	$6,238.00	200.00	$6,238.00	0.00	200.00	$0.00	$6,238.00	0.00	$0.00
48	10 Ea.	Rigid galvanized steel conduit 5" diameter to 15' high	$52.16	10.00	$521.60	10.00	$521.60	0.00	10.00	$0.00	$521.60	0.00	$0.00
49	20 Ea	Pull boxes hinged sheet metal, 20' W x20	$124.77	20.00	$2,495.40	20.00	$2,495.40	0.00	20.00	$0.00	$2,495.40	0.00	$0.00
50	24 Ea	Wiring boxes dust tight & drip tight, 24 L x 30 W x 6"	$516.52	24.00	$12,396.48	24.00	$12,396.48	0.00	24.00	$0.00	$12,396.48	0.00	$0.00
51	24 Ea	Pull boxes hinged sheet metal 24" W x 24" Hx6 D"	$165.29	24.00	$3,966.96	24.00	$3,966.96	0.00	24.00	$0.00	$3,966.96	0.00	$0.00
52	1 Ea	Switchboards main fusiable switch 3 pole 4 wire	$3,343.08	1.00	$3,343.08	1.00	$3,343.08	0.00	1.00	$0.00	$3,343.08	0.00	$0.00
53	1 Ea	Switchboards circuit breaker, mold case, 3 pole, 4 wire	$8,771.90	1.00	$8,771.90	1.00	$8,771.90	0.00	1.00	$0.00	$8,771.90	0.00	$0.00
54	1 Ea	Switchboards main fusiable switch 3 pole, 4 wire	$6,599.53	1.00	$6,599.53	1.00	$6,599.53	0.00	1.00	$0.00	$6,599.53	0.00	$0.00
55	8 Ea	Light poles anchor base galvanized steel 20' high	$1,337.42	8.00	$10,699.36	8.00	$10,699.36	0.00	8.00	$0.00	$10,699.36	0.00	$0.00
56	8 Ea	Light poles galvanized steel bracket arms, 1 arm excl	$196.68	8.00	$1,573.44	8.00	$1,573.44	0.00	8.00	$0.00	$1,573.44	0.00	$0.00
57	35 Ea	Walkway luminaire exterior square 16" high pressure	$803.02	35.00	$28,105.70	28.00	$22,484.56	7.00	35.00	$5,621.14	$28,105.70	0.00	$0.00
58	2400 Ea	Excavating chain trencher utiliry trench, commom	$0.75	2,400.00	$1,800.00	2,400.00	$1,800.00	0.00	2,400.00	$0.00	$1,800.00	0.00	$0.00
59	2400 Ea	Excavating , chain trencher, utility trench , common	$1.49	2,400.00	$3,576.00	2,400.00	$3,576.00	0.00	2,400.00	$0.00	$3,576.00	0.00	$0.00
60	120 Ea	Backfill and compact, by hand 6 layers air rammer	$11.10	120.00	$1,332.00	120.00	$1,332.00	0.00	120.00	$0.00	$1,332.00	0.00	$0.00
61	2400 Ea	Synthertic erosiion control silt fence polypropylene	$1.30	2,400.00	$3,120.00	2,400.00	$3,120.00	0.00	2,400.00	$0.00	$3,120.00	0.00	$0.00
62	200 Ea	Cut and cover tunnels cut and cover excavation	$61.76	200.00	$12,352.00	200.00	$12,352.00	0.00	200.00	$0.00	$12,352.00	0.00	$0.00
63	6500 Ea	Slurry seal (Latex modified) rubbdrized asphalt	$4.58	6,500.00	$29,770.00	4,400.00	$20,152.00	2,100.00	6,500.00	$9,618.00	$29,770.00	0.00	$0.00
64	8000 Ea	Flexible pavement patches roadway prime coat for repair	$0.87	8,000.00	$6,960.00	5,632.18	$4,900.00	2,367.82	8,000.00	$2,060.00	$6,960.00	0.00	$0.00
65	600 Ea	Cast-in place concrete curbs & gutters concrete wood	$18.23	600.00	$10,938.00	600.00	$10,938.00	0.00	600.00	$0.00	$10,938.00	0.00	$0.00
66	28 Ea	Precast concrete parking bumpers wheel stops	$84.20	28.00	$2,357.60	0.00	$0.00	28.00	28.00	$2,357.60	$2,357.60	0.00	$0.00
67	8000 Ea	Painted pavement markings acrylic waterborne	$0.23	8,000.00	$1,840.00	0.00	$0.00	8,000.00	8,000.00	$1,840.00	$1,840.00	0.00	$0.00
68	6000 Ea	Pavement marking street letters and numbers	$1.47	6,000.00	$8,820.00	0.00	$0.00	3,061.00	3,061.00	$4,499.67	$4,499.67	2,939.00	$4,320.33
69	400 Ea	Pavement markings permanent thermoplastic tape	$4.08	400.00	$1,632.00	294.00	$1,199.52	106.00	400.00	$432.48	$1,632.00	0.00	$0.00
70	1200 Ea	Decorative metal fences and gates tublar picket	$58.55	1,200.00	$70,260.00	1,200.00	$70,260.00	0.00	1,200.00	$0.00	$70,260.00	0.00	$0.00
71	50 Ea	Plant and bulb transplanting moving shrubs on site	$46.84	50.00	$2,342.00	50.00	$2,342.00	0.00	50.00	$0.00	$2,342.00	0.00	$0.00
72	10 Ea	Plant and bulb transplanting. Moving trees on site 36"	$401.08	10.00	$4,010.80	10.00	$4,010.80	0.00	10.00	$0.00	$4,010.80	0.00	$0.00
73	172 Ea	Uncased drilled concrete piers cast in place augered	$47.54	172.00	$8,176.88	172.00	$8,176.88	0.00	172.00	$0.00	$8,176.88	0.00	$0.00
74	2000 lb	Cast in place adds for drilled concete piers for reinforced	$1.21	2,000.00	$2,420.00	2,000.00	$2,420.00	0.00	2,000.00	$0.00	$2,420.00	0.00	$0.00
75	84 Ea	Fixed end caisson piles open style in stable ground	$47.72	84.00	$4,008.48	84.00	$4,008.48	0.00	84.00	$0.00	$4,008.48	0.00	$0.00
76	2 Ea.	Fixed end casisson piles for mobiliation 50 miles radius	$2,832.53	2.00	$5,665.06	2.00	$5,665.06	0.00	2.00	$0.00	$5,665.06	0.00	$0.00
77	700 Ea	Porch or deck framing treated lumber posts or columns	$1.98	700.00	$1,386.00	700.00	$1,386.00	0.00	700.00	$0.00	$1,386.00	0.00	$0.00
78	4600 Ea	Porch or deck framing treated lumber girder double	$4.70	4,600.00	$21,620.00	4,600.00	$21,620.00	0.00	4,600.00	$0.00	$21,620.00	0.00	$0.00

79	6000 Ea	Porch or deck framing treated lumber girder double 2"	$2.91	6,000.00	$17,460.00	6,000.00	$17,460.00	0.00	6,000.00	$0.00	$17,460.00	0.00	$0.00
80	1100 Ea	Porch or deck framing cedar, railing and trim , 2x4	$5.11	1,100.00	$5,621.00	1,100.00	$5,621.00	0.00	1,100.00	$0.00	$5,621.00	0.00	$0.00
81	1100 Ea	Porch or deck framing cedar railing and trim 2"x6	$8.45	1,100.00	$9,295.00	1,100.00	$9,295.00	0.00	1,100.00	$0.00	$9,295.00	0.00	$0.00
82	9000 Ea	Porch or deck framing alternative decking wood plastic	$4.30	9,000.00	$38,700.00	9,000.00	$38,700.00	0.00	9,000.00	$0.00	$38,700.00	0.00	$0.00
83	365 Ea	Soffit and canopy framing 2'x8"	$1.69	365.00	$616.85	365.00	$616.85	0.00	365.00	$0.00	$616.85	0.00	$0.00
84	365 Ea	Soffit and canopy framinig 1"x4"	$0.93	365.00	$339.45	365.00	$339.45	0.00	365.00	$0.00	$339.45	0.00	$0.00
85	7200 Ea	Wood Framing joists, 2" x8	$1.28	7,200.00	$9,216.00	7,200.00	$9,216.00	0.00	7,200.00	$0.00	$9,216.00	0.00	$0.00
86	800 Ea	Columns rough saen cedar posts 6" x 6"	$15.66	800.00	$12,528.00	800.00	$12,528.00	0.00	800.00	$0.00	$12,528.00	0.00	$0.00
87	3 Mon	Rent toliet portable chemical incl. hourly oper cost	$213.97	3.00	$641.91	3.00	$641.91	0.00	3.00	$0.00	$641.91	0.00	$0.00
88	3 Mon	Rent toliet portable chemical incl. hourly oper cost	$213.97	3.00	$641.91	3.00	$641.91	0.00	3.00	$0.00	$641.91	0.00	$0.00
89	3 Mon	Equipment rental barricafde portable with flasher 1 to 6	$56.18	3.00	$168.54	3.00	$168.54	0.00	3.00	$0.00	$168.54	0.00	$0.00
90	365 Ea	Drip edge rake edge aluminum, 3-1/2x 1-1/2	$1.04	365.00	$379.60	365.00	$379.60	0.00	365.00	$0.00	$379.60	0.00	$0.00
91	1900 Ea	Timber connectors joist & beam hangers galvanized 18	$2.87	1,900.00	$5,453.00	1,900.00	$5,453.00	0.00	1,900.00	$0.00	$5,453.00	0.00	$0.00
92	12 Ea	Refergeration specialites, filter dryer sealed in line	$17.41	12.00	$208.92	12.00	$208.92	0.00	12.00	$0.00	$208.92	0.00	$0.00
93	41.5 Ea	Pipe sub assemblies used in assembly systems	$381.74	41.50	$15,842.21	35.96	$13,726.10	5.54	41.50	$2,116.11	$15,842.21	0.00	$0.00
94	444 Ea	Insulation pipe covering (price copper tube one size)	$2.98	444.00	$1,323.12	333.00	$992.34	111.00	444.00	$330.78	$1,323.12	0.00	$0.00
95	120 Ea	Pipe copper tubing solder 1" diameter type L includes	$13.07	120.00	$1,568.40	90.00	$1,176.30	30.00	120.00	$392.10	$1,568.40	0.00	$0.00
96	320 Ea	Pipe copper tubing solder, 3/4 diameter type L includes	$9.43	320.00	$3,017.60	240.00	$2,263.20	80.00	320.00	$754.40	$3,017.60	0.00	$0.00
97	440 Ea	Pipe copper tubing solder, 3/8 diameter type incl	$6.24	440.00	$2,745.60	330.00	$2,059.20	110.00	440.00	$686.40	$2,745.60	0.00	$0.00
98	16 Ea	Elbow 90 DEG copper wrought, copper x copper 1	$28.68	16.00	$458.88	12.00	$344.16	4.00	16.00	$114.72	$458.88	0.00	$0.00
99	21 Ea	Elbow 90 DEG copper wrought, copper x copper, 3/4	$17.15	21.00	$360.15	16.00	$274.40	4.83	20.83	$82.75	$357.15	0.17	$3.00
100	35 Ea	Elbow 90 DEG, copper wrought copper x copper 3/8	$17.92	35.00	$627.20	26.00	$465.92	9.00	35.00	$161.28	$627.20	0.00	$0.00
101	3 Ea	Chain walk link fence gates and posts motor operators	$4,461.23	3.00	$13,383.69	3.00	$13,383.69	0.00	3.00	$0.00	$13,383.69	0.00	$0.00
102	640 Ea	Beam and girder framing single, 6" x 8	$9.04	640.00	$5,785.60	640.00	$5,785.60	0.00	640.00	$0.00	$5,785.60	0.00	$0.00
103	365 Ea	Soffits, Stk cedar 1 x 10- (LF)	$3.79	365.00	$1,383.35	365.00	$1,383.35	0.00	365.00	$0.00	$1,383.35	0.00	$0.00
104	1500 Ea	Soffits, STK cedar 1" x 8	$2.74	1,500.00	$4,110.00	1,500.00	$4,110.00	0.00	1,500.00	$0.00	$4,110.00	0.00	$0.00
105	14 Ea	Roof trusses common wood, 2" x 4 metal plate connected	$109.26	14.00	$1,529.64	14.00	$1,529.64	0.00	14.00	$0.00	$1,529.64	0.00	$0.00
106	2 Ea	Mobilization or demobilization crane, truck mounted	$37.52	2.00	$75.04	2.00	$75.04	0.00	2.00	$0.00	$75.04	0.00	$0.00
107	3 day	Rent crane truck mounted hydraulic 12 ton	$882.79	3.00	$2,648.37	3.00	$2,648.37	0.00	3.00	$0.00	$2,648.37	0.00	$0.00
108	3500 Ea	Steel wire rope galvanized aircraft cable	$0.41	3,500.00	$1,435.00	3,500.00	$1,435.00	0.00	3,500.00	$0.00	$1,435.00	0.00	$0.00
109	1 Ea	Timber connectors, post bases galvanized adjustable	$1,110.14	1.00	$1,110.14	1.00	$1,110.14	0.00	1.00	$0.00	$1,110.14	0.00	$0.00
110	.3 Ea	Timber connectors post bases galvanized adjustable	$2,694.26	0.30	$808.28	0.30	$808.28	0.00	0.30	$0.00	$808.28	0.00	$0.00
111	86 Ea	Anchor bolts hooked type single 1/2 diameter x8	$4.64	86.00	$399.04	86.00	$399.04	0.00	86.00	$0.00	$399.04	0.00	$0.00
112	28 Ea	Anchor bolts hooked type single 1/2 diameter x 12	$4.83	28.00	$135.24	28.00	$135.24	0.00	28.00	$0.00	$135.24	0.00	$0.00
113	.56 Ea	Timber connectors saddle hangers for glulam	$28,372.50	0.56	$15,888.60	0.56	$15,888.60	0.00	0.56	$0.00	$15,888.60	0.00	$0.00
114	.56 Ea	Timber connectors truss connectors, galvanized adjustable	$980.58	0.56	$549.12	0.56	$549.12	0.00	0.56	$0.00	$549.12	0.00	$0.00
115	4600 Ea	Sheathing plywood of roof CDX, 3/4 thick pneumatic	$1.13	4,600.00	$5,198.00	4,600.00	$5,198.00	0.00	4,600.00	$0.00	$5,198.00	0.00	$0.00
116	36 Ea	Felt asphalt, #30 - 2 square per roll no mopping	$18.20	36.00	$655.20	36.00	$655.20	0.00	36.00	$0.00	$655.20	0.00	$0.00
117	3600 Ea	Steel roofing panels on steel frame corrugated or ribbed	$4.83	3,600.00	$17,388.00	3,600.00	$17,388.00	0.00	3,600.00	$0.00	$17,388.00	0.00	$0.00
118	1 Ea	Chain link fence gates and posts motor operations for gates	$4,530.90	1.00	$4,530.90	0.00	$0.00	1.00	1.00	$4,530.90	$4,530.90	0.00	$0.00
119	720 Ea	Plywood paneling " A" face birch veneer core select	$4.41	720.00	$3,175.20	720.00	$3,175.20	0.00	720.00	$0.00	$3,175.20	0.00	$0.00
120	8 Ea	Armored cable PVC, jacket 600 V 3 conductor , #2	$753.70	8.00	$6,029.60	8.00	$6,029.60	0.00	8.00	$0.00	$6,029.60	0.00	$0.00
121	1200 Ea	PVC conduit schedule 40, 4" diameter to 15" H incl	$17.67	1,200.00	$21,204.00	1,200.00	$21,204.00	0.00	1,200.00	$0.00	$21,204.00	0.00	$0.00
122	1 ea.	Co Cost Adjusment Coefficient (0.92 x (Discount)	-$73,176.93	1.00	-$73,176.93	0.92	-$67,562.46	0.0389175440948397	0.9621929752997290	-$2,847.87	-$70,410.33	0.04	-$2,766.60
123	1 ea.	Co Cost Adjustment for permits and insurances	$18,000.00	1.00	$18,000.00	0.00	$0.00	0.00	0.00	$0.00	$0.00	1.00	$18,000.00
124	1 ea.	Co Cost Adjustment Allowance	$45,000.00	1.00	$45,000.00	0.68	$30,600.00	0.00	0.68	$0.00	$30,600.00	0.32	$14,400.00
		PO Increase					$0.00						
125	8 Wks	Project Mangaer	$3,350.00	8.00	$26,800.00	0.00	$0.00	3.00	3.00	$10,050.00	$10,050.00	5.00	$16,750.00
126	8 Wks	Superintendent	$3,100.00	8.00	$24,800.00	0.00	$0.00	3.00	3.00	$9,300.00	$9,300.00	5.00	$15,500.00
127	1 Day	Rent Auger, truck mounted	$2,394.93	1.00	$2,394.93	0.00	$0.00	1.00	1.00	$2,394.93	$2,394.93	0.00	$0.00
128	725 LF	Saw cutting asphalt	$1.54	725.00	$1,116.50	0.00	$0.00	725.00	725.00	$1,116.50	$1,116.50	0.00	$0.00
129	100 SFCA	CIP concrete forms, slab on grade.	$2.66	100.00	$266.00	0.00	$0.00	100.00	100.00	$266.00	$266.00	0.00	$0.00
130	.6 Ton	Reinforcing Steel, in place, columns.	$1,739.53	0.60	$1,043.72	0.00	$0.00	0.60	0.60	$1,043.72	$1,043.72	0.00	$0.00
131	.6 Ton	Reinforcing Steel, in place, columns, spirals.	$1,956.65	0.60	$1,173.99	0.60	$1,173.99	0.00	0.60	$0.00	$1,173.99	0.00	$0.00
132	1000 lbs.	Reinforcing Steel, in place, slab on grade.	$0.76	1,000.00	$760.00	1,000.00	$760.00	0.00	1,000.00	$0.00	$760.00	0.00	$0.00
133	12 CY	Structural Concrete, ready mix, 3,000 psi.	$129.90	12.00	$1,558.80	12.00	$1,558.80	0.00	12.00	$0.00	$1,558.80	0.00	$0.00
134	15 CY	Structural concrete, ready mix, 4,000 psi.	$135.97	15.00	$2,039.55	15.00	$2,039.55	0.00	15.00	$0.00	$2,039.55	0.00	$0.00
135	15 CY	Structural concrete, placing, slab on grade, direct chute.	$8.03	15.00	$120.45	15.00	$120.45	0.00	15.00	$0.00	$120.45	0.00	$0.00
136	700 SF	Concrete finishing, floors, basic finishing.	$0.36	700.00	$252.00	700.00	$252.00	0.00	700.00	$0.00	$252.00	0.00	$0.00
137	10 LF	Cutting Steel, to 1/2" thick, by hand	$2.25	10.00	$22.50	10.00	$22.50	0.00	10.00	$0.00	$22.50	0.00	$0.00
138	400 LF	Railing, pipe, steel, wall rail, primed.	$25.11	400.00	$10,044.00	0.00	$0.00	0.00	0.00	$0.00	$0.00	400.00	$10,044.00
139	50 Ea	4' X 6'. Steel, decarative, bracket	$460.69	50.00	$23,034.50	0.00	$0.00	0.00	0.00	$0.00	$0.00	50.00	$23,034.50
140	3200 SF	Steel tile roofing panels, 26 guage, granual coating.	$11.48	3,200.00	$36,736.00	2,240.00	$25,715.20	960.00	3,200.00	$11,020.80	$36,736.00	0.00	$0.00
141	2 Ea	Security gate, swing gate operator w/ photo eye, safety loops, & SOS (gate 1).	$5,129.92	2.00	$10,259.84	2.00	$10,259.84	0.00	2.00	$0.00	$10,259.84	0.00	$0.00
142	1 Ea	Security gate, swing gate operator w/ photo eye, safety loops, & SOS (gate 3).	$5,611.17	1.00	$5,611.17	1.00	$5,611.17	0.00	1.00	$0.00	$5,611.17	0.00	$0.00
143	1 Ea	Security gate, swing gate operator w/ photo eye, safety loops, & SOS (gate 4).	$7,636.60	1.00	$7,636.60	1.00	$7,636.60	0.00	1.00	$0.00	$7,636.60	0.00	$0.00
144	1 Ea	Security gate, swing gate operator w/ photo eye, safety loops, exit loops (gate 2).	$7,152.97	1.00	$7,152.97	1.00	$7,152.97	0.00	1.00	$0.00	$7,152.97	0.00	$0.00
145	7 Ea.	Elbo, 75 deg., steel, carbon steel, black, 1-1/2".	$57.23	7.00	$400.61	0.00	$0.00	0.00	0.00	$0.00	$0.00	7.00	$400.61
146	12 Ea	Cap, steel, 1-1/2" pipe.	$41.02	12.00	$492.24	0.00	$0.00	0.00	0.00	$0.00	$0.00	12.00	$492.24
147	11 Ea	Elbow, 90 deg., steel, 1-1/2".	$77.55	11.00	$853.05	0.00	$0.00	0.00	0.00	$0.00	$0.00	11.00	$853.05
148	2 CLF	Wire, copper, solid, 600 volt, #10.	$41.66	250.00	$10,415.00	250.00	$10,415.00	0.00	250.00	$0.00	$10,415.00	0.00	$0.00
149	18 CLF	Wire, copper, stranded 600 volt, 3/0.	$490.16	18.00	$8,822.88	18.00	$8,822.88	0.00	18.00	$0.00	$8,822.88	0.00	$0.00
150	150 LF	Rigid galvanized steel conduit, 3/4"	$5.47	150.00	$820.50	150.00	$820.50	0.00	150.00	$0.00	$820.50	0.00	$0.00
151	300 LF	EMT, 3/4"	$2.66	300.00	$798.00	300.00	$798.00	0.00	300.00	$0.00	$798.00	0.00	$0.00
152	5 Ea	Decorative, aluminum, 12' light pole.	$1,832.37	5.00	$9,161.85	0.00	$0.00	2.50	2.50	$4,580.93	$4,580.93	2.50	$4,580.92
153	5 Ea	Walkway luminaire, exterior, round 19", metal halide, 250 W.	$2,436.41	5.00	$12,182.05	0.00	$0.00	0.00	0.00	$0.00	$0.00	5.00	$12,182.05
154	50 LF	Piling special costs, pre-augering,	$27.95	50.00	$1,397.50	50.00	$1,397.50	0.00	50.00	$0.00	$1,397.50	0.00	$0.00
155	1 Ea	Rough grading sites.	$889.55	1.00	$889.55	0.00	$0.00	1.00	1.00	$889.55	$889.55	0.00	$0.00
156	1800 SY	Fine grading, finish grading.	$4.01	1,800.00	$7,218.00	0.00	$0.00	1,000.00	1,000.00	$4,010.00	$4,010.00	800.00	$3,208.00
157	1375 LF	Excavating, chain trencher, 12" wide, 36" deep.	$1.13	1,375.00	$1,553.75	1,375.00	$1,553.75	0.00	1,375.00	$0.00	$1,553.75	0.00	$0.00
158	100 LCY	Cycle hauling.	$2.43	100.00	$243.00	0.00	$0.00	100.00	100.00	$243.00	$243.00	0.00	$0.00
159	1000 ECY	Compaction, 2 passes, 24" wide, 6" lifts	$2.02	1,000.00	$2,020.00	0.00	$0.00	1,000.00	1,000.00	$2,020.00	$2,020.00	0.00	$0.00
160	2 Ea	Fixed end caisson piles, for mobilization.	$2,827.13	2.00	$5,654.26	0.00	$0.00	1.00	1.00	$2,827.13	$2,827.13	1.00	$2,827.13

161	16 Ea	Flexible pavement patches, roadway.	$197.44	16.00	$3,159.04	0.00	$0.00	**16.00**	**16.00**	**$3,159.04**	$3,159.04	0.00	$0.00
162	9500 SF	Sidewalks, driveways, and patios.	$4.58	9,500.00	$43,510.00	4,750.00	$21,755.00	**4,750.00**	**9,500.00**	**$21,755.00**	$43,510.00	0.00	$0.00
163	25500 SF	Base course drainage layers, aggregate base course for roadways	$0.91	25,500.00	$23,205.00	0.00	$0.00	**25,500.00**	**25,500.00**	**$23,205.00**	$23,205.00	0.00	$0.00
164	1800 SY	Plan-mix ashpalt paving	$8.31	1,800.00	$14,958.00	0.00	$0.00	**1,100.00**	**1,100.00**	**$9,141.00**	$9,141.00	700.00	$5,817.00
165	50 LF	Cast-in place concrete curbs & gutters , concete, 6" X 18"	$11.59	50.00	$579.50	50.00	$579.50	**0.00**	**50.00**	**$0.00**	$579.50	0.00	$0.00
166	1500 LF	Decorative Metal Fence, 8' high	$150.03	1,500.00	$225,045.00	1,125.00	$168,783.75	**307.00**	**1,432.00**	**$46,059.21**	$214,842.96	68.00	$10,202.04
167	4 Ea.	Decorative metal walk gate, 3' X 8'.	$1,157.82	4.00	$4,631.28	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	4.00	$4,631.28
168	2 Ea	Decorative metal walk gate, 5' X 8'	$1,394.64	2.00	$2,789.28	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	2.00	$2,789.28
169	1 Ea	Decorative metal slide gate, 10' X 8'	$5,521.54	1.00	$5,521.54	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$5,521.54
170	6 Ea	Decorative metal gate, headers & closers.	$912.05	6.00	$5,472.30	0.00	$0.00	**6.00**	**6.00**	**$5,472.30**	$5,472.30	0.00	$0.00
171	1 Ea	Decorative metal gate, double drive, 24' X 8'	$7,123.32	1.00	$7,123.32	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$7,123.32
172	1 Ea	Decorative metal gate, double drive, 24' X 8', w/ privacy screen.	$12,598.10	1.00	$12,598.10	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$12,598.10
173	1 Ea	Decorative metal gate, swing, 16' X 8'	$5,036.05	1.00	$5,036.05	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$5,036.05
174	1 Ea	Decorative metal gate, cantilever, 24' X 8'	$11,634.62	1.00	$11,634.62	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$11,634.62
175	1 Ea	Decorative metal gate, slide, 32' X 8'	$12,979.11	1.00	$12,979.11	0.00	$0.00	**0.00**	**0.00**	**$0.00**	$0.00	1.00	$12,979.11
176	1375 LF	Electrical underground, pvc conduit, schdl 40, 3/4"	$1.42	1,375.00	$1,952.50	1,375.00	$1,952.50	**0.00**	**1,375.00**	**$0.00**	$1,952.50	0.00	$0.00
177	930 Lf	Electrical underground, pvc conduit, schdl 40 , 1"	$1.81	930.00	$1,683.30	930.00	$1,683.30	**0.00**	**930.00**	**$0.00**	$1,683.30	0.00	$0.00
178	12 Ea	Electrical underground, elbows, pvc 3/4"	$12.83	12.00	$153.96	12.00	$153.96	**0.00**	**12.00**	**$0.00**	$153.96	0.00	$0.00
179	25	Electrical underground, elbows, pvc 1"	$15.02	25.00	$375.50	25.00	$375.50	**0.00**	**25.00**	**$0.00**	$375.50	0.00	$0.00
180	1 Ea	Co Cost Adjustment - 92%	-$48,652.25	1.00	-$48,652.25	0.46	-$22,511.54	**0.2607141252460060**	**0.7234170177124390**	**-$12,684.33**	-$35,195.87	0.28	-$13,456.38
		Adjustments				0.00	$0.00				$0.00	0.00	$0.00
	8 ea.	Light poles anchor base galvanized steel 20' high - Adjustment	$1,337.42	-8.00	-$10,699.36	-8.00	-$10,699.36	**0.00**	**-8.00**	**$0.00**	-$10,699.36	0.00	$0.00
	8 ea.	Light poles galvanized steel bracket arms, 1 arm excl - Adjustment	$196.68	-8.00	-$1,573.44	-8.00	-$1,573.44	**0.00**	**-8.00**	**$0.00**	-$1,573.44	0.00	$0.00
	1200 Ea	Decorative metal fences and gates tublar picket - Adjustment	$58.55	-1,200.00	-$70,260.00	-1,200.00	-$70,260.00	**0.00**	**-1,200.00**	**$0.00**	-$70,260.00	0.00	$0.00
	3600 Ea	Steel roofing panels on steel frame corrugated or ribbed - Adjustment	$4.83	-3,600.00	-$17,388.00	-3,600.00	-$17,388.00	**0.00**	**-3,600.00**	**$0.00**	-$17,388.00	0.00	$0.00
	1 Ea	Switchboards main fusiable switch 3 pole 4 wire - Adjustment	$3,343.08	-0.87787	-$2,934.79	-0.88	-$2,934.79	**0.00**	**-0.88**	**$0.00**	-$2,934.79	0.00	$0.00
	12 Ea	Refergeration specialites, filter dryer sealed in line - Adjustment	$17.41	-12.00	-$208.92	-12.00	-$208.92	**0.00**	**-12.00**	**$0.00**	-$208.92	0.00	$0.00
	1 ea.	Coefficient - Adjustment	$8,245.17	1.00	$8,245.17	1.00	$8,245.17	**0.00**	**1.00**	**$0.00**	$8,245.17	0.00	$0.00
		Totals:	**$156,248.40**	**$161,439.24**	**$1,369,216.24**	**$104,809.35**	**$971,631.64**	**$51,601.58**	**$156,410.93**	**$178,620.24**	**$1,150,251.89**	**$5,028.31**	**$218,964.35**
					Total Amount:	**Qty. Previously Billed**	**Amnt. Previously Billed:**	**Monthly Quantity:**	**Quantity To Date:**	**Amount Billed:**	**Total To Date:**	**Quantity Remaining:**	**Amount Remaining:**

Amount Billed:	**$178,620.24**
Retainage Held @ 5%:	**$8,931.01**
Total Ivoiced This Period:	**$169,689.23**

Amount Previously Billed:	**$971,631.64**	**Retainage Previousley Held:**	**$48,581.58**
Total Billed:	**$1,150,251.89**	**Total Retainage Held:**	**$57,512.59**

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

RECEIVED
APR 02 2013
no. 1118

Department: Facilities Management
Contact Name: Shonda Dominguez
Telephone # (956) 289-7850

Purchase Order Number: 682714
Increase # _____ for this Purchase Order
Procurement Method:

- ❑ Contract # 10012413
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 347647
Vendor Name: Clean Air Solutions (CAS)
Address: 1306 FM 1092 STE 304
Missouri City, TX 77459

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$904,534.67
		Amount of Increase Request		$464,681.57
		TOTAL AMOUNT		$1,369,216.24

AVA-719,592.38
LS-646.345.85

Account Number: 2-1342-419-40-220-048-0-720

Reason: Funds needed in order to add the exterior modifications as required to comply with including, but not limited to, City of Edinburg's beautification code, Fire Marshall and ADA requirements plus any other appurtenances.

Authorization: _____ Department Head — Date: 3/28/13

Reviewed by: _____ Purchasing Department — Date: 4/5/13

Approved By: Martha L Salazar Purchasing Agent — Date: 4-5-13

Approved By: _____ Hidalgo County Auditor — Date:

AI-38291 **12. I.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **Second (2nd) Year** of the additional four (4) one (1) year terms as provided in current contract# E-12-150-05-22 (C-11-099-05-24) for: "Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site" located at Hidalgo County Precinct No. 4, under the same rates, terms and conditions with **MODERN TECHNOLOGY-MODERN ENVIRONMENT.**

BACKGROUND

Letter of Extension-MTME

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-124-001-0-334

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

BUDGETARY IMPACT:

PO #686152 has an available balance of $27,800.00 as of 4/25/2013 to cover extension.

Attachments

Extension Ltr-MTME-E-12-150-05-22-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:09 AM
Budget & Management	Angela Garcia	04/25/2013 01:23 PM
Obdett Calzada	Obdett Calzada	04/25/2013 03:42 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Letty Saenz Started On: 04/17/2013 05:21 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

May 17, 2013

Mitch Hudgins, Owner
MODERN TECHNOLOGY-
MODERN ENVIRONMENT
548 Naples Street
Corpus Christi, Texas 78404
Ph. (361) 533-7102

via email mitch@mtmetex.com

Re: ***Extension/Renewal—Prof Eng Services Agreement# E-12-150-05-22 (C-11-099-05-24)*** *for the purposes of:* ***"Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site"*** *located at* ***Hidalgo County Precinct No. 4"***

Dear Mr. Hudgins:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(Second 2nd Year)** of the additional four (4) one (1) year terms as provided in the current Professional Services Agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice for 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 immediately in order to meet the agenda request form deadlines.

By: _____ Date: _____
Mitch Hudgins, Owner

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
xc: file

NOV 28 2012 2:33

Policy Number:

Date Entered: 11/14/2012

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/26/2012

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 Kelly, Honeycutt & Price, Inc. 5151 Flynn Pkwy, Suite 310 Corpus Christi, Texas 78411	CONTACT NAME:		
	PHONE (A/C, No, Ext): (361) 225-4200	FAX (A/C, No): (361) 225-0166	
	E-MAIL ADDRESS: jan@khpinet.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Texas Mutual Insurnace Company		
INSURED Modern Technology-Modern Environment George M (Mitch) Hudgins 548 Naples Street Corpus Christi, TX 78404	INSURER B: Endurance American Specialty Ins. Co.		
	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	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			ECC101004103-04	11/14/2012	11/14/2013	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] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS			ECC101004103-04	11/14/2012	11/14/2013	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	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001205564	10/05/2012	10/05/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Professional Liability			ECC101004103-04	11/14/2012	11/14/2013	Each Claim	1,000,000
B	Contractors Pollution			ECC101004103-04	11/14/2012	11/14/2013	General Agg.	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured & Blanket Waiver of Subrogation As Required By A Written Contract included for General Liability & Contractor's Pollution. Blanket Waiver of Subrogation As Required By A Written Contract included for Workers' Compensation.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Attn: Purchasing Dept.
2802 S. Business Hwy 281
Edinburg, Texas 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

Barbara J. Price

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RECEIVED
MAY 14 2012
By

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

May 9, 2012

E-12-150-05-22

Mitch Hudgins, Owner
MODERN TECHNOLOGY-
MODERN ENVIRONMENT
548 Naples Street
Corpus Christi, Texas 78404
Ph. (361) 533-7102

via email mitch@mtmetex.com

Re: Extension/Renewal—Prof Eng Services Agreement #C11-099-05-24 for the purposes of: "Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site" located at Hidalgo County Precinct No. 4"

Dear Mr. Hudgins:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (First 1st Year) of the additional four (4) one (1) year terms as provided in the current Professional Services Agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice for 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 immediately in order to meet the agenda request form deadlines.

By: _____ Date: 5/14/12
Mitch Hudgins, Owner

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
xc: file

Policy Number:

Date Entered: 12/28/2011

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2011

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PRODUCER	Kelly, Honeycutt & Price, Inc. 5151 Flynn Pkwy, Suite 310 Corpus Christi, Texas 78411
CONTACT NAME:	Jim Honeycutt
PHONE (A/C, No, Ext):	(361) 225-4200
FAX (A/C, No):	(361) 225-0166
E-MAIL ADDRESS:	jan@khpinet.com
INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER A :	Endurance American Specialty
INSURER B :	Texas Mutual Insurance Co.
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	
INSURED	Modern Technology-Modern Environmental; dba George Mitch Hudgins 548 Naples Street Corpus Christi, TX 78404

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			ECC101004103-03	11/14/2011	11/14/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ECC101004103-03	11/14/2011	11/14/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001205564	10/15/2011	10/15/2012	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Professional Liab			ECC101004103-03	11/14/2011	11/14/2012	Claims Made	$1M/$2M AGG
A	Contractors Poll			ECC101004103-03	11/14/2011	11/14/2012	Claims Made	$1M/$2M AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability, Auto Liability& Contractor's Pollution include Blanket Addn. Insured as required by a written contract. Workers' Compensation includes Blanket Waiver of Subrogation as required by a written contract. Addn. Insured NOT available on Professional Liability. 30 Day notice of cancellation included on all policies

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Attn: Purchasing Dept.-Leticia H. Saenz
2802 S. Business Hwy 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED

AI-32291
CC CONSENT
12. O.

Meeting Date: 05/22/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting authority to exercise the First (1st) Year of the additional four (4) one (1) year terms as provided in current contract#C-11-099-05-24 for: "Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site" located at Hidalgo County Precinct No. 4, under the same rates, terms and conditions with MODERN TECHNOLOGY-MODERN ENVIRONMENT.

2. Acceptance and approval of payment of Invoices (as set forth below) submitted by L & G Consulting Engineers, Inc. in connection to Contract #C-11-234-09-13 (WA#1-PO#663995) for: "FM 1925 Project" located in Hidalgo County Pct. #4;

a) Invoice# 11324090 in the amount of $ 24,150.00
b) Invoice# 11324122 in the amount of $ 38,850.00

3. Acceptance and approval of payment of Inv.#11324132 in the amount of ($5,900.00) submitted by L & G Consulting Engineers, Inc. in connection to Contract #C-11-054-04-12 (WA#4-PO#672451) for: "Multi-Way Stop Control Warrant Study" (at Intersection of CR 3089 and Ponciana Drive) at Precinct #4.

BACKGROUND

Extension Letter-MTME-C-11-099-05-24

Invoice #s-11324090, 11324122 and 11324132 by L&G Engineering

---

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-124-001-0-334

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

BUDGETARY IMPACT:

Item 1:

PO# 670955 & 659488 available balance as of 5-18-12 $22,900 and 9,810 respectively for Modern Technology Environment.

FISCAL YEAR: 2012 ACCT. #: 2-1336-431-00-124-076-0-841

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

BUDGETARY IMPACT:

Item 2:

Amount available for PO# 663995 as of 5-18-12 $225,280.00 for L & G Consulting Eng.

AGENDA
CC CONSENT
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 22, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. **AI-32465** **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. **AI-32250** 2012 - 430th District Court (1100)

B. **AI-32203** 2012 - CCL #4 (1100)

C. **AI-32300** 2012 - Constable Pct. 3 (1100)

D. **AI-32286** 2012 - Constable Pct. #5 (1100)

E. **AI-32284** 2012 - Health & Human Services Dept. (1100)

F. **AI-32257** 2012 - J.P. 3/1 (1100)

G. **AI-32432** 2012 - J.P. 3/1 (1100)

H. **AI-32292** 2012 - Pct. #1 R&B (1200)

I. **AI-32343** 2012 - Pct2 Administration (1200)

J. **AI-32414** 2012 - Pct.2 Parks (1100)

K. **AI-32417** 2012 - Pct. #2 Rd Maintenance (1200)

L. **AI-32281** 2012 - Planning Dept. (1100)

M. **AI-32439** 2012 - Purchasing Department (1100)

H. **AI-32224**

APPROVED

Requesting approval of payment for Invoice No. 2012981 in the amount of $4,301.09 (3rd Call) as submitted by project engineer TEDSI Infrastructure Group Consulting Engineers.

I. **AI-32223**

APPROVED

Presentation for approval of final construction contract (CC previously approved to award on 03-27-12) for C-CAP-12-074-03-27 Pentecostal Subdivision between Hidalgo County and Asago LLC dba Asago Construction in the amount of $179,094.10.

J. **AI-32225**

APPROVED

Presentation for approval of final construction contract (CC previously approved to award on 03-20-12) for C-CAP-12-074-03-20 Southside Subdivision between Hidalgo County and Asago LLC dba Asago Construction in the amount of $69,310.00.

K. **AI-32295**

APPROVED

Requesting authority for (3) users to access to the State & Federal Law with an awarded vendor West Publishing Corporation through our membership/participation with TPASS/Term managed contract master agreement Texas with CALIR Services contract #2010-001 and execute required West Order Form through requisition #214049 at $92.00/each. (2-1100-412-00-080-013-0-342):

L. **AI-32150**

APPROVED

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County Information Technology-Cabling Installation Services Time and Materials" RFP No. 2012-096-SMA including the re-advertising of project in the event no responses received and/or rejection of responses received and project is still required.

M. **AI-32202**

APPROVED

Acceptance and approval of request for payment of ***Invoice Three in the amount of $5,924.43*** for the "Design and Construction Of A New Constable Building" for professional architectural services with Alcocer Garcia Associates, Inc. in Hidalgo County Precinct One in connection with the AIA Contract #C-10-320-02-08-PO#660264 (approved-CC-02/08/11) with authority for County Treasurer to issue check after County Auditor's review and processing procedures are completed.

N. **AI-32299**

APPROVED

1. Request for Approval of Payment-Application No. 16 (Final) in the amount of $19,911.02 from D. Wilson Construction Co. awarded contractor for the, "New Administration Office for Hidalgo County Pct. 2 and Other County Offices", and as certified for payment by project architect, VA Architecture; C-09-037C-11-07.

APPROVED

2. Request for Approval of Payment Application No. 17(Retainage) in the amount of $9,263.33 from D. Wilson Construction Co. awarded contractor for the, New Administration Office for Hidalgo County Pct. 2 and Other County Offices," and as certified for payment by project architect, VA Architecture; C-09-037C-11-07.

O. **AI-32291**

APPROVED

1. Requesting authority to exercise the First (1st) Year of the additional four (4) one (1) year terms as provided in current contract#C-11-099-05-24 for: “Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site” located at Hidalgo County Precinct No. 4, under the same rates, terms and conditions with MODERN TECHNOLOGY-MODERN ENVIRONMENT.

APPROVED

2. Acceptance and approval of payment of Invoices (as set forth below) submitted by L & G Consulting Engineers, Inc. in connection to Contract #C-11-234-09-13 (WA#1-PO#663995) for: "FM 1925 Project" located in Hidalgo County Pct. #4;

a) Invoice# 11324090 in the amount of $ 24,150.00
b) Invoice# 11324122 in the amount of $ 38,850.00

APPROVED

3. Acceptance and approval of payment of Inv.#11324132 in the amount of ($5,900.00)

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-334

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

BUDGETARY IMPACT:

Item 3:

Amount available for PO# 672451 as of 5-18-12 $5,900.00 for L & G Consulting Eng.

Attachments

Extension-MTME-C-11-099-05-24-Pct 4(Monitoring of Lanfill)

Inv# 11324090-L&G Engineering-C-11-234-09-13-Pct 4

Inv# 11324122-L&G Engineering-C-11-234-09-13-Pct 4

Inv# 11324132-L&G Engineering-C-11-054-04-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/16/2012 04:22 PM
Budget & Management	Merlen P. Munoz	05/17/2012 08:04 AM
Manuel Chapa	Manuel Chapa	05/18/2012 01:10 PM
Auditor's Office	Arcilia Duran	05/18/2012 03:33 PM

Form Started By: Letty Saenz Started On: 05/09/2012 03:15 PM

Final Approval Date: 05/18/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-099-05-24

THIS AGREEMENT is made effective the **24th** day of **May, 2011**, by and between the **County of Hidalgo, Texas** ("County") and **George M. "Mitch" Hudgins** d/b/a **Modern Technology-Modern Environment** ("Engineer").

W I T N E S S E T H:

WHEREAS, the County requires engineering services for the: **"Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site"** located within **Hidalgo County Precinct No. 4"**, and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Engineering Services", and

WHEREAS, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Engineer" are sometimes necessary to carry out the required engineering activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional engineers to assist the County by providing engineering services; and

WHEREAS, County has selected the Engineer to provide engineering services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Engineers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. **Scope of Services.** Engineer agrees to provide to County "engineering services" for the **"Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site"** located within **Hidalgo County Precinct No. 4** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Engineer". ***In the event the Engineer does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Engineer will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Engineer that Hidalgo County has caused or delayed thus preventing the Engineer from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Engineer must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Agreement shall commence upon approval of this agreement for a term of **one (1) year** with the **County's option to extend/renew for an additional four (4) one (1) year terms** under the same rates, terms and conditions or unless sooner terminated as provided herein. The Engineer will not begin work or incur costs until authorized in writing by the County for each **Purchase Order**.

The County assumes no liability or obligation for payment to the Engineer for work performed or costs incurred by the Engineer prior to the date authorized by the County for the Engineer to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Engineer. The Engineer is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms

acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 21, hereof.

5. Progress. Upon acceptance of a work order, the Engineer shall undertake and complete the authorized work. The County or the Engineer can request conferences to be provided at the Engineer's office, the office of the County, or at other agreed upon locations.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Engineer unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay

established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Engineer, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Engineer fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

16. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.

18. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The

parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:
County of Hidalgo
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Engineer:
George M. "Mitch" Hudgins d/b/a/
Modern Technology – Modern Environment
548 Naples Street
Corpus Christi, Texas 78404

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.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

23. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this agreement.

24. Gender. 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

25. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Engineer. The 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 the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 24th day of May, **2011.**

ENGINEER:
GEORGE M. "MITCH" HUDGINS d/b/a/
MODERN TECHNOLGOY – MODERN ENVIRONMENT

BY: _____
Mitch Hudgins, P.E.

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on 5/23/11 RG

Approved by Commissioners' Court on May 24, 2011

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Engineer
EXHIBIT B	-Engineering Rates
EXHIBIT B-1	-Engineering Cost Proposal and Fee Breakdown
EXHIBIT C	-Certificate of Insurance (*Hidalgo County*)

EXHIBIT "A-1"

Request for Qualifications
(RFQ) Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY (including all funding sources, programs, and entities)
"Professional Engineering Services"
RFQ NO: 2011-001-01-05-YSI

1. **Request For Qualifications Letter, consisting of 1 page.**
2. **Check List, consisting of 1 page.**
3. **Request for Qualifications, Legal Notice, consisting of 8 pages.**
4. **Exhibit A, Requirements, consisting of 9 pages.**
5. **Exhibit B, Evaluation Criteria, consisting of 3 pages.**
6. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
7. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
8. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
9. **Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.**
10. **IRS W-9 Form, consisting of 4 pages.**
11. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.**
12. **Documentation Required on Building & Road & Bridge Construction Project, Attachment A, consisting of 1 page.**
13. **Professional Services Procurement Form, Attachment B, consisting of 1 page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

12-13-10
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**

Request For Qualifications - **"Professional Engineering Services-Hidalgo County"** (including all funding sources, programs, and entities)
RFQ NO: 2011-001-01-05-YSI

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ NO: 2011-001-01-05-YSI	BUYER III: YVETTE ISLAS	TEL: 956-292-7000-EXT. 4874

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

JANUARY 05, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ NO: 2011-001-01-05-YSI**

1. **Sealed Statements of Qualifications** will be received for "**Professional Engineering Services-Hidalgo County**", **(Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2011-001-01-05-YSI-"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 05, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2011-001-01-05-YSI—PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY.

   Hidalgo County reserves the right to reject any and all RFQs and to waive any/all formalities or technicalities in the RFQs received the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.ux BY NO LATER THAN Monday, December 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 29, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **"Professional Engineering Services-Hidalgo County"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 05, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head

or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

[redacted]

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County.

Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Professional Engineering Services-Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2011-001-01-05-YSI

JANUARY 05, 2011

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period ending on February 08, 2012. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES"-Hidalgo County** (including all funding sources. Programs, and Entities)-**Request For Qualifications "** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, JANUARY 05, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-001-01-05-YSI

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday, December 27, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, December 29, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit. (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

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

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period ending on February 08, 2012, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

X Roadway, Bridge and General Design and Construction

X Federal, State and County-funded construction projects

X Solid Waste related projects

X Geotechnical Engineering Projects

X Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

X Route and Design Studies

X Social, Economic, Environmental Studies and Public Involvement

X Right of Way Maps and Data

X Utility Adjustments

X Surveying

X Pre-Design

B.

X	Roadway Design
X	Drainage Design
X	Solid Waste
X	Signing, Markings and Signalization
X	Traffic Control Plans
X	Bridge Design
X	Plans and Specifications
X	Bid Preparation

C.

X	Building Design
X	Plans, Drawings and Specifications
X	Bid Package Preparation

D.

X	Construction Contract Management
X	Conduct Construction Materials Engineering and Testing Services
X	Design for New Construction
X	Design for Alterations/Renovations
X	Needs Assessment
X	ADA Compliance
X	Code Analysis
X	Cost Estimating

E.

X	Soil/Rock and Foundation Studies
X	Excavations and Trenches
X	Dams and Cut or Filled Slopes

X Pavements

X Water and Waste Retention/Disposal

X Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.**

PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will

be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 05, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES
RFQ No. 2011-001-01-05-YSI

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Professional Qualifications of Team	20	
Comments/Rationale For Points:		
2. Experience of Project Team	25	
Comments/Rationale For Points:		
3. Experience/Availability of Project Manager	20	
Comments/Rationale For Points:		
4. Understanding of Project	25	
Comments/Rationale For Points:		
5. Familiarity with Applicable Rules and Regulations	10	
Comments/Rationale For Points:		
	Total Score	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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** **OTHER**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: ____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____ _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

❒ Black American
❒ Hispanic American
❒ Asian Pacific American
❒ Native American
❒ Women
❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2006)
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

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ _____ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ **Date** ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA' 'D COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1:
Reference #2:
Reference #3:
Reference #4:

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

EXHIBIT "A"

Services to be provided by Engineer

Modern Technology-Modern Environment

27 April 2011

Ms. Leticia Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, TX 78539

RE: Proposal for Groundwater/Gas Monitoring and Groundwater Data evaluation
Hidalgo County Precinct 4 Closed Landfill

Dear Ms. Saenz,
Please find below the the scope and cost proposal for the referenced project. Insurance documents are attached.

Task 1 - Groundwater and Landfill Gas Monitoring

The monitoring project will include the sampling of nine (9) groundwater monitoring wells and the monitoring of six (6) gas probes. An annual groundwater monitoring report will be generated that will include: a groundwater surface contour plots, completed TCEQ Forms 0312, a summary of analytical data, and a comparison of the analytical data to the established statistical prediction limits for each well. Any Statistically Significant Increases (SSI's) indicated by the comparison will also be identified. The report distribution will include: one original and one copy to TCEQ-Austin, one copy to TCEQ Region 15, one copy to Hidalgo County Precinct 4. This reporting procedure (changed by TCEQ) eliminates semi-annual reports and requires a combined annual report. The landfill gas report will include a table of all monitoring results and will be distributed only to the County unless results indicate that the permitted limits are exceeded and then the TCEQ must be notified.

The rate will be $8,000 for each semi-annual groundwater/gas monitoring event. All expenses, including those for an additional quarterly gas monitoring event, are included. The total annual monitoring cost will be $16,000. The laboratory analytical cost will be $ 3,900 per groundwater monitoring event, with the total annual cost being $7,800 per year. The cost for the annual report will be $4,000. The total annual cost will be $27,800. The invoice for the first semi-annual event will be for $11,900 and will follow submission of a copy of analytical and gas data for the event. The invoice for the second semi-annual event will be for $15,900, and will follow submission of the annual groundwater monitoring report described above and the gas data.

Work beyond this scope, if required, may necessitate additional charges. Examples would include responding to TCEQ/Permit requirements regarding groundwater statistical exceedances or for gas detection above the Lower Explosive Limit (LEL) and required re-sampling. No out-of-scope work will be initiated without authorization.

Task 2 - Evaluation of Historical Groundwater Data

The data evaluation will include the assembly and evaluation of available historical groundwater data. Data from the sampling events that I have conducted (May and October 2009) indicate levels of some constituents that are above the established statistical prediction limits. It is possible that the cause of the statistical exceedances can be attributed to something other than landfill impact. If so, and an Alternate Source Demonstration (ASD) acceptable to TCEQ can be made, then no further immediate

evaluation of the data is necessary to determine an environmentally sound and cost-effective course. During the 2009 sampling cycle, and again recently, I communicated with Mr. John Carrillo of the TCEQ in Austin regarding the need to assemble the data to help guide future actions. Once the data is assembled, it can be easily updated.

I will obtain archived data from the laboratory, as I have not been able to obtain the data from your previous consultant. The historical data, when organized, should help arrive at the best solution. Once the data is assembled (tabulated, graphed, etc.), I will review any findings and recommendations with Precinct 4 representatives before having discussions with TCEQ. I will also provide a copy of the assembled data. I believe this work can be accomplished within a budget of $16,500.

Summary of Data Evaluation Scope

- Assemble and review data.
- Meet or correspond with Precinct 4 and then, TCEQ-Austin as appropriate.
- Determine whether an Alternate Source Demonstration can be made. If so, do so.
    - If not, propose Assessment Monitoring or other course of action aligned with TCEQ's recommendation.

Invoicing will be on an hourly-rate plus expenses basis. A rate schedule is included as Appendix I. The budget will not be exceeded without authorization, and is not a lump-sum or fixed-price. Invoices for the task will be submitted no more frequently than once per month.

In summary, the proposed tasks, include:
1) Groundwater and Landfill Gas Monitoring – $27,800, fixed price.
2) Evaluation of Historical Groundwater Data - $16,500, not to exceed.

The required ACORD insurance form and endorsements are attached.

I look forward to working with you on this project.

Respectfully submitted,
Modern Technology – Modern Environment
Texas Registered Engineering Firm F-10265

Mitch Hudgins, P.E.

attachments

EXHIBIT "B"

Engineering Rates

Appendix 1
Modern Technology – Modern Environment
Rate Schedule
As of January 2011

GENERAL DESCRIPTION	HOURLY BILLING RATES
Senior Engineer, P.E.	$110.00
Engineering Assistant	$75.00
Engineering Technician	$60.00
Draftsperson/CAD	$50.00
Word Processor/Project Support	$35.00
Vehicle mileage rate	$0.51 or current Comptroller's rate
Project Expenses	At cost

The above rates include all employees' wages, payroll burdens, overhead, and profit. Client is charged for time actually spent on the project. Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.

EXHIBIT "B-1"

Engineering Cost Proposal and Fee Breakdown

Modern Technology-Modern Environment

27 April 2011

Ms. Leticia Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, TX 78539

RE: Proposal for Groundwater/Gas Monitoring and Groundwater Data evaluation
Hidalgo County Precinct 4 Closed Landfill

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The rate will be $8,000 for each semi-annual groundwater/gas monitoring event. All expenses, including those for an additional quarterly gas monitoring event, are included. The total annual monitoring cost will be $16,000. The laboratory analytical cost will be $ 3,900 per groundwater monitoring event, with the total annual cost being $7,800 per year. The cost for the annual report will be $4,000. The total annual cost will be $27,800. The invoice for the first semi-annual event will be for $11,900 and will follow submission of a copy of analytical and gas data for the event. The invoice for the second semi-annual event will be for $15,900, and will follow submission of the annual groundwater monitoring report described above and the gas data.

Work beyond this scope, if required, may necessitate additional charges. Examples would include responding to TCEQ/Permit requirements regarding groundwater statistical exceedances or for gas detection above the Lower Explosive Limit (LEL) and required re-sampling. No out-of-scope work will be initiated without authorization.

Task 2 - Evaluation of Historical Groundwater Data

The data evaluation will include the assembly and evaluation of available historical groundwater data. Data from the sampling events that I have conducted (May and October 2009) indicate levels of some constituents that are above the established statistical prediction limits. It is possible that the cause of the statistical exceedances can be attributed to something other than landfill impact. If so, and an Alternate Source Demonstration (ASD) acceptable to TCEQ can be made, then no further immediate

evaluation of the data is necessary to determine an environmentally sound and cost-effective course. During the 2009 sampling cycle, and again recently, I communicated with Mr. John Carrillo of the TCEQ in Austin regarding the need to assemble the data to help guide future actions. Once the data is assembled, it can be easily updated.

I will obtain archived data from the laboratory, as I have not been able to obtain the data from your previous consultant. The historical data, when organized, should help arrive at the best solution. Once the data is assembled (tabulated, graphed, etc.), I will review any findings and recommendations with Precinct 4 representatives before having discussions with TCEQ. I will also provide a copy of the assembled data. I believe this work can be accomplished within a budget of $16,500.

Summary of Data Evaluation Scope

- Assemble and review data.
- Meet or correspond with Precinct 4 and then, TCEQ-Austin as appropriate.
- Determine whether an Alternate Source Demonstration can be made. If so, do so.
    - If not, propose Assessment Monitoring or other course of action aligned with TCEQ's recommendation.

Invoicing will be on an hourly-rate plus expenses basis. A rate schedule is included as Appendix I. The budget will not be exceeded without authorization, and is not a lump-sum or fixed-price. Invoices for the task will be submitted no more frequently than once per month.

In summary, the proposed tasks, include:
1) Groundwater and Landfill Gas Monitoring – $27,800, fixed price.
2) Evaluation of Historical Groundwater Data - $16,500, not to exceed.

The required ACORD insurance form and endorsements are attached.

I look forward to working with you on this project.

Respectfully submitted,
Modern Technology – Modern Environment
Texas Registered Engineering Firm F-10265

Mitch Hudgins, P.E.

attachments

EXHIBIT "C"

Insurance Requirements

OP ID: JSK

DATE (MM/DD/YYYY) 04/11/11

CERTIFICATE OF LIABILITY INSURANCE

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 Kelly & Honeycutt, Inc. James A. Honeycutt 4646 Corona, Suite 260 Corpus Christi, TX 78411 James Honeycutt 361-225-2454	CONTACT NAME: Mitch Hudgins PHONE (A/C, No, Ext): 361-533-7102 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MODER-1
INSURED George M. (Mtich) Hudgins dba Modern Technology- Modern Environmental 548 Naples St. Corpus Christi, TX 78404	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Endurance American Specialty INSURER B : Texas Mutual Insurance Company 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	X		ECC191994193-02	11/14/10	11/14/11	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
A A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		ECC101004103-02 ECC101004103-02	11/14/10 11/14/10	11/14/11 11/14/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	SBP0001205564	10/15/10	10/15/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab			ECC101004103-02	11/14/10	11/14/11	ClaimMade	$1M/$2MAgg
A	Contractor's Poll	X		ECC101004103-02	11/14/10	11/14/11	ClaimMade	$1M/$2MAgg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
General Liability, Auto Liability & Contractor's Pollution Liability Includes A Blanket Add Insured As Required By A Written Contract. Workers' Compensation Includes Blanket Waiver of Subrogation As Required By A Written Contract. Addn. Insured NOT Available On Professional Liability. 30 Day Notice of cancellation included on all policies.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
2812 S. Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James Honeycutt

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APPROVED

AI-26590 **20.D.2.**

Pct 4-Approval of Prof Eng Svcs Agreement-Monitoring of Closed Landfill at Pct 4

CC REGULAR

Date: 05/23/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting approval of a professional services agreement with GEORGE M. "MITCH" HUDGINS d/b/a MODERN TECHNOLOGY-MODERN ENVIRONMENT for the purposes of "professional engineering services" in connection to the "GROUND WATER, GAS MONITORING and GROUNDWATER DATA EVALUATION at CLOSED LANDFILL SITE" located within HIDALGO COUNTY PRECINCT #4 and in order to remain in compliance with TCEQ.

BACKGROUND

Contract document (reviewed & approved as to form by legal)#C-11-099-05-17-George M. "Mitch" Hudgins d/b/a Modern Technology-Modern Environment.

email with review and approval by Mr. Raul Sesin,

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-432-00-124-001-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 5-19-11 $44,300.00

Attachments

Link: email approval on Eng Rates
Link: contract document
Link: email approval by legal
Link: email cost proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/11/2011 02:11 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 02:27 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/19/2011 08:50 AM	APRV
4	Auditor's Office	Arcilia Duran	05/19/2011 06:25 PM	APRV

Form Started By: Letty Saenz Started On: 05/10/2011 05:09 PM
Final Approval Date: 05/19/2011

May 23, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
May 23, 2011
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** Quintanilla out

2. **Pledge of Allegiance** All

3. **Prayer** Marcos Lopez

4. **Approval of Consent Agenda** 12 K

5. **Open Forum**

6. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

Hiram Gutierrez

B. **AI-26760** Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

C. **AI-26757** Environmental Compliance:

approved 1. Presentation and Discussion of the Hidalgo County Storm Water Pollution Prevention Plan (SWMP3)as required by the Texas Commission on Environmental Quality (TCEQ) Municipal Separate Storm Sewer System (MS4) Permit.

report only 2. Presentation and Discussion on the Environmental Compliance Division priorities.

D. **AI-26777** 1. Approval of the following personnel actions:

approved 1-3

Action	Slot No.	Position Title	Grade & Step	Salary
Delete	008	Environmental Compliance Monitor	N/A	($60,000.00)
Create	012	Environmental Compliance Monitor (added to Hidalgo County position inventory)	G9, S1	$34,360.00
Create	013	Administrative Assistant III	G8, S1	$31,815.00
			Total Variance	$6,175.00

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

7. **County Treasurer - Norma Garcia:**

May 23, 2011

salary $38,000.00.
2. Approval to create one (1) full-time Assistant Field Operations Director, slot no. 0079, budgeted salary $51,739.00
3. Approval of revised salary schedule.

B. **AI-26774** 1. Approval of Interlocal Agreement by and among City of Alton, Hidalgo County, and Tax Increment Reinvestment Zone Number One, City of Alton, allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone.
approved 1-2
2. Appointment of one board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number One, City of Alton Board of Directors.

18. **Precinct #4 - Comm. J. Palacios:**

A. **AI-26687** Authorization to proceed with Condemnation Proceedings on Trenton Drain Project Parcel 11-Sara Ellen and Samuel Childrens Partnership, L.P.
approved

19. **Budget & Management - Sergio Cruz:**

A. **AI-26762** Discussion, consideration and approval to accept prepayment of the outstanding principle balance of Installment Agreement 2010-01 between the County of Hidalgo and Hidalgo County Drainage District No. One.
approved

B. **Budget Appropriations:**

1. **AI-26666** Pct. #2 Rd Maintenance (1200):
a. Approval of 2011 appropriation of funds into El Gato Road Project (program 051) in the amount of $600,000.00
approved
b. Approval of 2011 appropriation of funds into El Dora Road Project (program 052) in the amount of $400,000.00.

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. **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
nothing to report
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
nothing to report
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. **AI-26679** a. Approval to rescind action taken by Commissioners Court on May 10, 2011-AI#26450-

May 23, 2011

approved Final contract with Dr. Norma Jean Farley in connection to the "Pathologist To Provide Turnkey Autopsy And Related Services-Hidalgo County" inasmuchas contract was approved and effective on September 28, 2010; and,

b. Acceptance and approval of an Amendment to reflect modifications requested by Dr. Farley to contract reviewed as for form by Hon. Josephine L. Ramirez, Asst. DA-County Affairs.

B. Pct. 2

1. AI-26644 Recommendation to reject all bids received for Hidalgo County Precinct No. 2 -"Geo-Grid Reinforcement Material" RFB No.: 2011-106-04-20-SGS and requestiong authorization to re-advertise with modifications to specifications.
approved

2. AI-26759 a. Approval of an Interlocal Cooperation Agreement between Hidalgo County and the City of Pharr, Texas.
approved

b. Approval of an Interlocal Cooperation Agreement Project in which Hidalgo County and the City of Pharr, Texas will assist each other on multiple projects.
approved

C. Pct. 3

1. AI-26772 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering 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 Engineers for Engineering Services for (Road and Bridge Projects, Drainage Improvements Projects in Precinct 3 area)
approved

Total Scores	Javier Hinojosa	R. Gutierrez Engineering	M.Garcia Engineering
Evaluator 1	99	97	85
Evaluator 2	100	95	88
Scores	199	192	173
Average	99.5	96	86.5
Ranking	1	2	3

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of Javier Hinojosa for the provision of Engineering Services for (Road and Bridge Projects, Drainage Improvements Projects on in the Precinct 3 area).
approved

D. Pct. 4

1. AI-26752 Requesting approval of a name change/correction (as requested by L & G Engineering Laboratory, LLC, dba, L & G Consulting Engineers, LLC under contract #C-11-062-04-12 (approved by CC on 04/12/11) to reflect the name of: "L & G ENGINEERING LABORATORY, LLC" for the purposes of "On-Call" Professional Laboratory Services Agreement for Hidalgo County Pct. #4.
approved

2. AI-26590 Requesting approval of a professional services agreement with GEORGE M. "MITCH" HUDGINS d/b/a MODERN TECHNOLOGY-MODERN ENVIRONMENT for the purposes of "professional engineering services" in connection to the "GROUND WATER, GAS MONITORING and GROUNDWATER DATA EVALUATION at CLOSED LANDFILL SITE" located within HIDALGO COUNTY PRECINCT #4 and in order to remain in compliance with TCEQ.
approved

E. WIC

1. AI-26753 Requesting approval of a professional surveying services agreement with DOS LAND

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

April 17, 2013

Melissa Smith, Service Sales/Acct. Manager
c/o Elvia McGowan, Billing Coordinator
CLIFFORD POWER SYSTEMS, INC.
4702 Dodge Street
San Antonio, TX 78217
Tel: (210) 333-0377

via email msmith@cliffordpower.com
via email emcgowan@cliffordpower.com
via facsimile: (210) 653-7121

Re: Extension/Renewal for Contract No. C-11-016-04-19 -"Service and Maintenance for Generators at the Jail/Law Enforcement Center/Etc.."(on an as needed basis)-Hidalgo County Sheriff's Office

Dear Ms. Smith:

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: _____
Melissa Smith, Service Sales/Acct. Manager

Additionally, we are requesting your company to provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

AI-38289 **12. J.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Martha L Salazr Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting authority to exercise the First (1st) Year of the additional two (2) one (1) year periods as provided in current contract# C-12-023-05-01 for: "PEST CONTROL SERVICES" for HIDALGO COUNTY, under the same rates, terms and conditions with ROBERT SANCHEZ d/b/a KILL A BUG PEST CONTROL.

2. Requesting authority to exercise the second (2nd) & Final year of the additional two (2) one (1) year periods as provided in current contract# E-12-141-05-15 (C-10-010-05-25) for: "PURCHASE OF UNIFORMS and/or ACCESSORIES" for HIDALGO COUNTY, under the same rates, terms and conditions with PREMIERE UNIFORMS d/b/a PREMIER UNIFORMS TACTICAL SUPPLY.

BACKGROUND

Extension Letter-Robert Sanchez d/b/a KILL A BUG PEST CONTROL
Extension Letter-Premiere Uniforms d/a/b PREMIER UNIFORMS and TACTICAL SUPPLY

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-001-0-425

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

BUDGETARY IMPACT:

Available balance as of 4-26-13 $9,182.00

FISCAL YEAR: 2013 ACCT. #: countywide Object 605

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

BUDGETARY IMPACT:

obj. 605 County Wide Contract

This is a countywide contract. Possible funding source is obj. 605 "Clothing & Uniforms". Purchases are on an "as needed" basis.

Please refer to attached expense report for funding availability as of 4-26-13.

Attachments

Ext Ltr-Kill A Bug-Co Wide
Ext Ltr-Premier Uniforms-Co Wide
605 Expense report 4-26-13

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:09 AM
Budget & Management	Angela Garcia	04/25/2013 01:23 PM
Manuel Chapa	Manuel Chapa	04/26/2013 03:45 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Letty Saenz Started On: 04/17/2013 04:47 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

April 16, 2013

Robert Sanchez, Owner
ROBERT SANCHEZ d/b/a
KILL A BUG PEST CONTROL
4913 South 24th Street
McAllen, TX 78503
Tel: (956) 655-1698

via email killabugpc@yahoo.com
via facsimile: (956) 655-1698
via Hard Copy delivered

Re: Extension/Renewal for Contract No. C-12-023-05-01 -"Pest Control Services" (on an as needed basis)- Hidalgo County

Dear Mr. Sanchez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(FIRST 1ST YEAR)** of the additional **TWO (2) ONE (1) YEAR** periods 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: 4-18-13

Robert Sanchez, Owner

Additionally, we are requesting your company to provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/04/12

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PRODUCER

Superior Insurance
1347 19th St.
Plano, TX 75074
Phone (972)423-2300 Fax (972)759-9781

CONTACT NAME: Richard Phillips
PHONE (A/C, No, Ext): (972)423-2300 **FAX (A/C, No):** (972)759-9781
E-MAIL ADDRESS: richard@superiorinsuranceinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Safety	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Robert Sanchez dba Kill A Bug Pest Control
4913 S 24th Street
McAllen, TX 78503-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC			TPG-107332-01	06/03/2012	06/03/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 500,000.00 $ 100,000.00 $ 5,000.00 $ 500,000.00 $ 500,000.00 $ 500,000.00 $
	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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is Listed Below:

CERTIFICATE HOLDER

Hidalgo County
2812 South 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

Tammy Biggs

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 3/28/2013

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.

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PRODUCER
Kelly Flynn
One GEICO Boulevard
Fredericksburg, VA 22412

64481

CONTACT NAME: ROBERT & LUCY SANCHEZ
PHONE A/C, No, Ext): (956) 655-1698 Fax A/C, No):
Email Address: KILLABUGPC@YAHOO.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	22063
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ROBERT SANCHEZ
DBA KILL A BUG PEST CONTROL
4913 S 24TH ST
MCALLEN TX 78503-8925

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$
	CLAIMS MADE [ ] OCCUR [ ]						MED. EXPENSE (Any one person)	$
							PERSONAL & ADV. INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG.	$
	[ ] POLICY [ ] PROJECT [ ] LOC							
A	**AUTOMOBILE LIABILITY**			9100024663-01	3/20/2013	3/20/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X]						BODILY INJURY (Per accident)	$
	HIRED AUTOS [ ] NON-OWNED AUTOS [ ]						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS [ ] OTH-ER [ ]	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A [ ]						E.L. EACH ACCIDENT	$
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE-POLICY LIMIT	$
							E.L. DISEASE-EACH EMPLOYEE	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

2001 FORD RANGER VIN 1FTYR14V21PB06964
COUNTY OF HIDALGO IS LISTED AS ADDITIONAL INSURED ON THIS POLICY

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S US HIGHWAY 281
EDINBURG, TX 78539-6243

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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Affidavit & Indemnity Agreement

Date: 4-12-12

Affiant: Robert Sanchez dba Kill A Bug

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Robert Sanchez dba Kill A Bug is a sole proprietor doing business as Robert Sanchez dba Kill A Bug with Hidalgo County. Affiant will provide service for Hidalgo County.

Affiant further, states that he has no employees and does not anticipate employing any. In the event Affiant does employee any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Printed Name of Affiant: Robert Sanchez

SWORN AND SUBSCRIBED TO under oath before me on April 12, 2012

Notary Public, State of Texas

NORMA A MARTINEZ
My Commission Expires
March 08, 2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-023-05-01

THIS CONTRACT is made and entered into this 1st day of **May, 2012** by and between the **County of Hidalgo, Texas** ("County"), and **ROBERT SANCHEZ** d/b/a **KILL A BUG PEST CONTROL** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"PEST CONTROL SERVICES" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **May 13, 2012** and expiring on **May 12, 2013** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms 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 at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:
County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company:
Robert Sanchez d/b/a Kill A Bug Pest Control
Attn: Robert Sanchez, Owner
4913 South 24th Street
McAllen, Texas 78503

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this 1ST day of MAY, 2012.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5-1-12

COMPANY: ROBERT SANCHEZ d/b/a
KILL A BUG PEST CONTROL

By: _____
Printed Name: Robert Sanchez
Title: Owner

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PEST CONTROL SERVICES"
Bid No: 2012-023-03-21-MEG

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 7 pages.**
4. **Exhibit "B" Bid Page consisting of 7 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 5 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certifications Regarding Debarment consist of 1 page.**
10. **Draft Service Contract, consisting of 9 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

February 27 2012
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 27, 2012

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Pest Control Services"**
Bid No: 2012-023-03-21-MEG

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Bid No: 2012-023-03-21-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626 ext 4855

REQUEST FOR BIDS

HIDALGO COUNTY
"PEST CONTROL SERVICES"

BID OPENING DATE:
MARCH 21, 2012

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 – PEST CONTROL SERVICES"**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2012-023-03-21-MEG- HIDALGO COUNTY- PEST CONTROL SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY MARCH 21, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2012-023-03-21-MEG--HIDALGO COUNTY-PEST CONTROL SERVICES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

      Hidalgo County Purchasing Department
      Martha L. Salazar, Purchasing Agent
      (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:
    - Invoices must include:
      a) Name and address of successful bidder
      b) Name and address of receiving department or official
      c) Purchase Order Number (if any)
      d) Notation - **"HIDALGO COUNTY-PEST CONTROL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
      e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**MARCH 21, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, **2012**

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any

decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a

bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or

disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: Bid No: 2012-023-03-21-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SCOPE OF SERVICES:

Hidalgo County is seeking to contract with a qualified vendor (s) to contract for Pest Control Services. Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population suppression at the County premises covered by this contract. It is intended that the pest control service will be within Hidalgo County and shall be awarded to a "primary" and "secondary" vendor. Exhibit "B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites.** Walk through's may be scheduled upon Contractors request.

REQUIREMENTS/SPECIFICATIONS:

The Contractor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, snakes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Contractor will respond within 24 hours after notification to correct the situation.

When necessary to install rodent bait boxes, the Contractor will supply a written report to the County which indicates the box location, date of installation, and removal.

Services will be performed by the Contractor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years. Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

2. All scheduled service shall be performed during the regular business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. Unless otherwise instructed by Hidalgo County Facilities Management, at no additional charge to the County

3. Walk through to any of the sites may be scheduled upon Vendors request.

4. The Vendor shall furnish a copy of their current Structural Pest Control Business License with bid.

5. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

6. Additional services include bee eradication and/or termite treatment.

7. Termite checks /findings must also be included and provided to the Hidalgo County Facilities Management Department Director; however, termite treatment will be done on an as-needed basis.

8. Material, products and/or methods for termite control shall be in accordance with the State Structural Pest Control Board regulations.

9. Each pesticide product or device shall be registered by the EPA and/or the Texas Department of Agriculture for termite control and shall be approved by the Structural Pest Control Board.

10. Termite Control Work for subterranean Termite Post Construction Treatment, subterranean Termite Pre-Construction, Partial Treatment, and Spot Treatment, shall be in accordance with the Structural Pest Control Act.

11. Contractor shall submit a disclosure document Statement and cost Estimate as outlined by the State of Texas Structural Pest Control Board treatment Standards for Termite Control, to Hidalgo County Facilities Management Department. Before conducting any termite treatment

CONTRACTOR RESPONSIBILITIES:

Contractor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

The Contractor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

A copy of this signed statement must be included with each monthly invoice.

The Contractor is responsible for the implementation of the pest control programs required by this contract. The Contractor is responsible for providing pesticide applicators who have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

The Contractor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

The Contractor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

The Contractor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.

CONTRACT PRICE:

An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

SERVICE SCHEDULE:

At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to beginning of work. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work. Upon completion of all meetings, vendor shall prepare Hidalgo County Purchasing an approved service schedule for all departments in a spreadsheet type format outlining the dates and times service will be performed.

1. All services must be based on a monthly service fee (regular treatment i.e. roaches, bats, ants, wasps, fleas, yellow jackets, rats, mice crickets, silverfish, spiders, and scorpions, etc. Termites treatment, and Bee eradication)

2. Additional sites will be priced based on **fixed rate** on a monthly and/or as needed basis. Due to new Facilities becoming available during the term of this bid, **Revisions may be made in the event a building is added or deleted from the services.**

3. A Purchase Order must be obtain before any services are rendered, the County will not be held responsible for payment of items/services delivered without authorized purchase orders.

SPECIAL SERVICE DUE TO RE-INFESTATION:

Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:

Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

TERM OF CONTRACT:

1. The Contract unit prices will remain firm for an initial of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions. Prices shall include travel cost.

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. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

Hidalgo County reserves the right to award to the lowest qualified bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so

6. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9. All cost and expenses associated with the preparation and submission of 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.

10. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the

contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

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 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:

PRE-BID CONFERENCE

A pre-bid conference will be held on **Monday March 05, 2012 at 9:30 A.M.** In Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO elena.gomez@co.hidalgo.tx.us by NO LATER THAN TUESDAY MARCH 06, 2012 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later *than* **MONDAY, MARCH 12, 2012@ 5:00 P.M..**

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2012-023-03-21-MEG
SERVICE SITE LIST

The following listed sites are to be billed to: **HIDALGO COUNTY FACILITIES MANAGEMENT**
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Point of Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852 or 289-7855 956-318-2648- fax

1	Administration Building 100 E. Cano Edinburg, Texas	2	Courthouse 100 N. Closner Edinburg, Texas	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	5	Old Juvenile Detention (County Morgue) 3100 S. Hwy 281 Edinburg, Texas	6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	9	Extension Service 410 N. 13th Edinburg, Texas
10	DPS 410 N. 13th Edinburg, Texas	11	Health Department 1304 S. 25th Street Edinburg, Texas	12	McAllen License (Vacant POC Fac. Mgmt) 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse (POC- Fac. Mgmt) E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr/WIC Clinic (1/2 Bldg Vacant) 1905 Fir Street Pharr, Texas	18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. (CRC) Elsa, Texas
19	WIC Clinics (1/2 Bldg Vacant) Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas	21	Weslaco License 1902 Joe Stephens Weslaco, Texas
22	Community Resource Center/WIC 6th Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, Texas	24	JP Office's (2) 1902 Joe Stephens Weslaco, Texas
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	26	After Care Program (Bill Separately) 1711 N. Bridge Weslaco, Texas	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
28	Health /WIC Clinic State of Tx tick eradication 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas	30	430th District Court 111 South 9th Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Fac Mgmt) 1124 N. M Road Edinburg, Texas	33	Horizon Building (JP's) 224 N. 12 Ave. Edinburg, Texas
34	Bennet Building (JP's) 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx	36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6th St. San Carlos, Texas	39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Facilities Management Office 3100 S. 281, Bldg.-D Edinburg, Texas	42	Juvenile Justice Center(approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, Tx	45	Facilities Management -Storage (4 Buildings -9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
46	County Clerks- Document Storage (f/n/a Robert Chevrolet) 317 N. Closner Edinburg, Tx	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, Tx	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
49	Election Warehouse 317 N. Closner Edinburg, Tx	50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm.	51	Pct 1 Sunrise Hill (2) Portable Buildings
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas				

OTHER COUNTY SITES:

53	ADDITIONAL COUNTY BUILDINGS (price per month)

	HIDALGO COUNTY PRECINCT NO. 1 SITES:	**BILLING ADDRESS:**
1.	1902 Joe Stephens- Weslaco, Texas	1902 Joe Stephens Weslaco, Texas 78596 Point of Contact: Noe Montez 956-968-8733
2.	Precinct No. 1 Parks Office- Delta Lake & shop	
3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx	
4.	Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx	
5.	Sunrise Hill- Pavilion, Weslaco, Tx	
6.	Veterans Park Facilities, Monte Alto, Tx	
7.	Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx	

	HIDALGO COUNTY PRECINCT NO. 2 SITES:	**BILLING ADDRESS:**
1	Corner of State & Birch- 301 E. State - Pharr	301 E. State Pharr, Texas 78577 Point of Contact: Yolanda Cisneros 956-787-1891
2	Corner of State & Corner Office- 329 E. State- Pharr	
3	Mechanic Precinct No. 2 Shop- 329 E. State- Pharr	
4	Cypress Street- 109 N. Cypress- Pharr	
5	Las Milpas- Pharr- 3 Buildings- 6 ½ Miles S. 281	
6	McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen	
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen	
8	McAllen House- 301 E. Hackberry- #HSE- McAllen	
9	Pharr-Lopezville-Rodríguez & Minnesota (RR)	
10	Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo	

	HIDALGO COUNTY PRECINCT NO. 3 SITES:	**BILLING ADDRESS:**
1	Veteran Pavilion- 1 Mile South Inspiration Road- Mission	724 N. Breyfogle Mission, Texas 78574 Point of Contact: Norma Ceballos 956-585-4509
2	Barbecue House, 1 Mile South Inspiration Road- Mission	
3	Los Ebanos Pavilion- Los Ebanos	
4	Anzalduas Park Office, 6 Miles South Conway- Mission	
5	Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission	
6	Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd	
7	Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd	

	HIDALGO COUNTY PRECINCT NO. 4 SITES:	**BILLING ADDRESS:**
1	Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx	1102 N. Doolittle Road Edinburg, Texas 78541 Point of Contact: Gloria Beltran 956-383-3112
2	Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx	
3	Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx	
4	Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx (Multi Purpose Facility, Mechanical Shop, Storage Facility etc.)	

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	COMMODITY CODE 910-59 PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$	$	$
2	Courthouse 100 N. Closner Edinburg, Texas	$	$	$
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$	$	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$	$	$
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	$	$	$
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$	$	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$	$	$
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$	$	$
9	Extension Service 410 N. 13th Edinburg, Texas	$	$	$
10	DPS 410 N. 13th Edinburg, Texas	$	$	$
11	Health Department 1304 S. 25th Street Weslaco, Texas	$	$	$
12	McAllen License 300 E. Hackberry McAllen, Texas	$	$	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$	$	$

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$	$	$
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$	$	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$	$	$
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$	$	$
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$	$	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$	$	$
20	Mission License 722 Breyfogle Mission, Texas	$	$	$
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$	$	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$	$	$
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$	$	$
24	JP Office 1902 Joe Stephens Weslaco, Texas	$	$	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$	$	$
26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$	$	$

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$	$	$
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$	$	$
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$	$	$
30	430th District Court 111 South 9th Street Edinburg, Texas	$	$	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$	$	$
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$	$	$
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$	$	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$	$	$
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$	$	$
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$	$	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$	$	$
38	Boy's and Girl's Club 6th St. San Carlos, Texas	$	$	$
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$	$	$

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$	$	$
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$	$	$
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$	$	$
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$	$	$
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$	$	$
45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$	$	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$	$	$
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$	$	$
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$	$	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$	$	$
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	$	$	$
51	Pct 1 Sunrise Hill (2) Portable Buildings	$	$	$
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas	$	$	$

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

HIDALGO COUNTY PRECINCT NO. 1 SITES:		BILL TO ADDRESS: 1902 Joe Stephens Weslaco, Texas 78596 Contact: Noe Montez 956-968-8733		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$	$	$
2	Precinct No. 1 Parks Office- Delta Lake & Shop	$	$	$
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	$	$	$
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park. Weslaco TX.	$	$	$
5	Sunrise Hill-Pavilion Weslaco, Tx	$	$	$
6	Veteran Park Facilities Monte Alto, Tx	$	$	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$	$	$

HIDALGO COUNTY PRECINCT NO. 2 SITES:		BILL TO ADDRESS: 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Corner of State & Birch 301 E. State Pharr, Tx	$	$	$
2	Corner of State & Corner Office 329 E. State Pharr, Texas	$	$	$
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	$	$	$
4	Cypress Street- 109 N. Cypress Pharr, Texas	$	$	$
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$	$	$
6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$	$	$

7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$	$	$
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$	$	$
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$	$	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$	$	$

HIDALGO COUNTY PRECINCT NO. 3 SITES:		**BILL TO ADDRESS:** 724 N. Breyfogle Mission, Texas78574 Contact Person: Norma Ceballos 956-585-4509		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$	$	$
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$	$	$
3	Los Ebanos Pavilion- Los Ebanos, TX	$	$	$
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$	$	$
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$	$	$
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$	$	$
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	$	$	$

HIDALGO COUNTY PRECINCT NO. 4 SITES:		BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$	$	$
2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$	$	$
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$	$	$
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$	$	$

ADDITIONAL SITES		BILLING ADDRESS: depending on the department requesting services		
Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1		$	$	$
2		$	$	$

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except a per sq. ft for additional sites.

EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – 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: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID and TAB SHEET

ORIGINAL

Bid
for
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO.: Bid No: 2012-023-03-21-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Kill-A-Bug Pest Control
Address: 4913 S. 24th street
By: [signature]
Printed Name: Robert Sanchez
Title: Owner

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	COMMODITY CODE 910-59 PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00
2	Courthouse 100 N. Closner Edinburg, Texas	$ 38.00	$ 2.50 per Linear footage	$ 135.00
3	Courthouse, Annex 1 100 N. Closner Edinburg, Texas	$ 38.00	$ 2.50 per Linear footage	$ 135.00
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$ 18.00	$ 2.50 per Linear footage	$ 135.00
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
9	Extension Service 410 N. 13th Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
10	DPS 410 N. 13th Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
11	Health Department 1304 S. 25th Street Weslaco, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
12	McAllen License 300 E. Hackberry McAllen, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00

OPENED
9:43
3-21-12
witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$ 38.00	$ 2.50 per Linear footage	$ 135.00
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00
20	Mission License 722 Breyfogle Mission, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$ 28.00	$ 2.50 per Linear footage	$ 135.00
24	JP Office 1902 Joe Stephens Weslaco, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$ 48.00	$ 2.50 per Linear footage	$ 135.00

OPENED
9:43
3-21-12
Witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$ 48.00	$2.50 per Linear footage	$ 135.00
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$ 28.00	$ 2.50 per Linear footage	$ 135.00
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$ 48.00	$ 2.50 per Linear footage	$ 135.00
30	430th District Court 111 South 9th Street Edinburg, Texas	$ 18.00	$2.50 per Linear footage	$ 135.00
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$ 18.00	$ 2.60 per Linear footage	$ 135.00
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$ 58.00	$2.50 per Linear footage	$ 135.00
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$ 38.00	$ 2.50 per Linear footage	$ 135.00
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$ 38.00	$ 2.50 per Linear footage	$ 135.00
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
38	Boy's and Girl's Club 6th St. San Carlos, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00

OPENED
9:43
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Witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

	Hidalgo County Sites: The following listed sites are to be billed to:	PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$ 10.00	$ 2.50 Linear per footage	$ 135.00
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$ 18.00	$ 2.50 Linear per footage	$ 135.00
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$ 135.00	$ 2.50 Linear per footage	$ 135.00
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$ 18.00	$ 2.50 Linear per footage	$ 135.00
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$ 18.00	$ 2.50 Linear per footage	$ 135.00
45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$ 28.00	$ 2.50 Linear per footage	$ 135.00
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$ 18.00	$ 2.50 Linear per footage	$ 135.00
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$ 18.00	$ 2.50 per Linear footage	$ 135.00
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$ 28.00	$ 2.50 Linear per footage	$ 135.00
49	Election Warehouse 317 N. Closner Edinburg, Tx	$ 18.00	$ 2.50 Linear per footage	$ 135.00
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	$ 35.00	$ 2.50 Linear per footage	$ 135.00
51	Pct 1 Sunrise Hill (2) Portable Buildings	$ 28.00	$ 2.50 per Linear footage	$ 135.00
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior Edinburg, Texas	$ 38.00	$ 2.50 per Linear footage	$ 135.00

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3-21-12
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

HIDALGO COUNTY PRECINCT NO. 1 SITES:		BILL TO ADDRESS: 1902 Joe Stephens Weslaco, Texas 78596 Contact: Noe Montez 956-968-8733		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
2	Precinct No. 1 Parks Office- Delta Lake & Shop	$ 28.00	$ 2.50 per Linear footage	$ 135.00
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$ 28.00	$ 2.50 per Linear footage	$ 135.00
5	Sunrise Hill-Pavilion Weslaco, Tx	$ 28	$ 2.50 per Linear footage	$ 135.00
6	Veteran Park Facilities Monte Alto, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00

HIDALGO COUNTY PRECINCT NO. 2 SITES:		BILL TO ADDRESS: 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Corner of State & Birch 301 E. State Pharr, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00
2	Corner of State & Corner Office 329 E. State Pharr, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
4	Cypress Street- 109 N. Cypress Pharr, Texas	$ 18.00	$ 2.50 per Linear footage	$ 135.00
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$ 28.00	$ 2.50 per Linear footage	$ 135.00
6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00

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EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

Hidalgo County Sites:		**PRICES**		
		Reg. Pest Control Srvs Fees	**Termite Treatment Fees**	**Bee Eradication Fees**
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
3	Los Ebanos Pavilion- Los Ebanos, TX	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$ 18.00	$ 2.50 per Linear Footage	$ 135.00
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$ 28.00	$ 2.50 per Linear Footage	$ 135.00
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	$ 18.00	$ 2.50 per Linear Footage	$ 135.00

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3-21-12
Witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

HIDALGO COUNTY PRECINCT NO. 4 SITES:		BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$ 18.00	$ 2.50 Linear per footage	$ 135.00
2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$ 18.00	$ 2.50 per Linear footage	$ 135.00
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$ 18.00	$ 2.50 Linear per footage	$ 135.00

ADDITIONAL SITES		BILLING ADDRESS: depending on the department requesting services		
Hidalgo County Sites:		PRICES		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1		$ 28.00	$ 2.50 p/ Linear footage	$ 135.00
2		$ 28.00	$ 2.50 p/ Linear footage	$ 135.00

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except a per sq. ft for additional sites.

OPENED
9:43
3-21-12
Witnessed

EXHIBIT "B'
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

Bidder/Company Name: Robert Sanchez dba Kill-a-Bug Pest Control dba

Address: 4913 S. 24th st.

City/State/Zip: McAllen, TX 78503

Phone No/Fax No: (956) 655-1698

Cell Phone No: (956) 655-1698

E-Mail Address: Killabugpc@yahoo.com

Authorized Signature:

Title: Owner

TUBLATION SHEET
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

Hidalgo County Sites: The following listed sites are to be billed to:		Kill-A-Bug Pest Control McAllen, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Administration Bldg. 100 E. Cano Edinburg, Texas	28.00	2.50 per Linear footage	135.00
2	Courthouse 100 N. Closner Edinburg, Texas	38.00	2.50 per Linear footage	135.00
3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	38.00	2.50 per Linear footage	135.00
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	18.00	2.50 per Linear footage	135.00
5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	18.00	2.50 per Linear footage	135.00
6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	28.00	2.50 per Linear footage	135.00
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	18.00	2.50 per Linear footage	135.00
8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	18.00	2.50 per Linear footage	135.00
9	Extension Service 410 N. 13th Edinburg, Texas	18.00	2.50 per Linear footage	135.00
10	DPS 410 N. 13th Edinburg, Texas	18.00	2.50 per Linear footage	135.00
11	Health Department 1304 S. 25th Street Weslaco, Texas	18.00	2.50 per Linear footage	135.00
12	McAllen License 300 E. Hackberry McAllen, Texas	18.00	2.50 per Linear footage	135.00
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	28.00	2.50 per Linear footage	135.00
14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	18.00	2.50 per Linear footage	135.00
15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	18.00	2.50 per Linear footage	135.00
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	28.00	2.50 per Linear footage	135.00
17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	18.00	2.50 per Linear footage	135.00
18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	38.00	2.50 per Linear footage	135.00
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	28.00	2.50 per Linear footage	135.00
20	Mission License 722 Breyfogle Mission, Texas	18.00	2.50 per Linear footage	135.00
21	Weslaco License 1902 Joe Stephens Weslaco, Texas	18.00	2.50 per Linear footage	135.00
22	Community Resource Center/WIC 6th Street San Carlos, Texas	18.00	2.50 per Linear footage	135.00
23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	28.00	2.50 per Linear footage	135.00
24	JP Office 1902 Joe Stephens Weslaco, Texas	18.00	2.50 per Linear footage	135.00
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	18.00	2.50 per Linear footage	135.00
	After Care Program(Bill Separately)			

TUBLATION SHEET
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

Hidalgo County Sites: The following listed sites are to be billed to:		Kill-A-Bug Pest Control McAllen, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
26	1711 N. Bridge Weslaco, Tx	48.00	2.50 per Linear footage	135.00
27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	48.00	2.50 per Linear footage	135.00
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	28.00	2.50 per Linear footage	135.00
29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	48.00	2.50 per Linear footage	135.00
30	430th District Court 111 South 9th Street Edinburg, Texas	18.00	2.50 per Linear footage	135.00
31	Community Resource Center 509 E. Earling Road San Juan, Texas	18.00	2.50 per Linear footage	135.00
32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	58.00	2.50 per Linear footage	135.00
33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	18.00	2.50 per Linear footage	135.00
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	18.00	2.50 per Linear footage	135.00
35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	38.00	2.50 per Linear footage	135.00
36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	38.00	2.50 per Linear footage	135.00
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	18.00	2.50 per Linear footage	135.00
38	Boy's and Girl's Club 6th St. San Carlos, Texas	18.00	2.50 per Linear footage	135.00
39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	18.00	2.50 per Linear footage	135.00
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	10.00	2.50 per Linear footage	135.00
41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	18.00	2.50 per Linear footage	135.00
42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	135.00	2.50 per Linear footage	135.00
43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	18.00	2.50 per Linear footage	135.00
44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	18.00	2.50 per Linear footage	135.00
45	Buildings and Grounds –Storage (4 Buildings - 9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	28.00	2.50 per Linear footage	135.00
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	18.00	2.50 per Linear footage	135.00
47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	18.00	2.50 per Linear footage	135.00
48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	28.00	2.50 per Linear footage	135.00
49	Election Warehouse 317 N. Closner Edinburg, Tx	18.00	2.50 per Linear footage	135.00
50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm	35.00	2.50 per Linear footage	135.00

TUBLATION SHEET
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-03-21-MEG

Hidalgo County Sites: The following listed sites are to be billed to:		Kill-A-Bug Pest Control McAllen, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
51	Pct 1 Sunrise Hill (2) Portable Buildings	28.00	2.50 per Linear footage	135.00
52	Hidalgo Cty Substance Abuse & Primary Care Facilities 3105 E. Schunior- Edinburg, Texas	38.00	2.50 per Linear footage	135.00

Hidalgo County Sites:		Kill-A-Bug Pest Control McAllen, Texas		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	18.00	2.50 per Linear footage	135.00
2	Precinct No. 1 Parks Office- Delta Lake & Shop	28.00	2.50 per Linear footage	135.00
3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear) Weslaco, Texas	18.00	2.50 per Linear footage	135.00
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	28.00	2.50 per Linear footage	135.00
5	Sunrise Hill-Pavilion Weslaco, Tx	28.00	2.50 per Linear footage	135.00
6	Veteran Park Facilities Monte Alto, Tx	18.00	2.50 per Linear footage	135.00
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	18.00	2.50 per Linear footage	135.00

HIDALGO COUNTY PRECINCT NO. 2 SITES:
BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

	Hidalgo County Sites:	**Kill-A-Bug Pest Control McAllen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Corner of State & Birch 301 E. State Pharr, Tx	18.00	2.50 per Linear footage	135.00
2	Corner of State & Corner Office 329 E. State Pharr, Texas	18.00	2.50 per Linear footage	135.00
3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Texas	18.00	2.50 per Linear footage	135.00
4	Cypress Street- 109 N. Cypress Pharr, Texas	18.00	2.50 per Linear footage	135.00
5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	28.00	2.50 per Linear footage	135.00
6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	18.00	2.50 per Linear footage	135.00
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	18.00	2.50 per Linear footage	135.00
8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	18.00	2.50 per Linear footage	135.00
9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	18.00	2.50 per Linear footage	135.00
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	18.00	2.50 per Linear footage	135.00

HIDALGO COUNTY PRECINCT NO. 3 SITES:
BILL TO ADDRESS:
724 N. Breyfogle -
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

	Hidalgo County Sites:	**Kill-A-Bug Pest Control McAllen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	18.00	2.50 per Linear footage	135.00
2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	18.00	2.50 per Linear footage	135.00
3	Los Ebanos Pavilion- Los Ebanos, TX	18.00	2.50 per Linear footage	135.00
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	18.00	2.50 per Linear footage	135.00
5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	18.00	2.50 per Linear footage	135.00
6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	28.00	2.50 per Linear footage	135.00
7	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx	18.00	2.50 per Linear footage	135.00

HIDALGO COUNTY PRECINCT NO. 4 SITES:
BILLING ADDRESS:
1102 N. Doolittle Road Edinburg, Texas 78541
Contact: Gloria Beltran 956-383-3112

	Hidalgo County Sites:	**Kill-A-Bug Pest Control McAllen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1	Hidalgo Cty Pct 4 (Office) 1102 N. Doolittle Edinburg, Texas	18.00	2.50 per Linear footage	135.00
2	Hidalgo Cty Pct 4 (Shop Office & Vehicle Services Area) 1102 N. Doolittle Edinburg Texas	18.00	2.50 per Linear footage	135.00
3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	18.00	2.50 per Linear footage	135.00
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	18.00	2.50 per Linear footage	135.00

ADDITIONAL SITES :
BILLING ADDRESS: depending on the department requesting services

	Hidalgo County Sites:	**Kill-A-Bug Pest Control McAllen, Texas**		
		Reg. Pest Control Srvs Fees	Termite Treatment Fees	Bee Eradication Fees
1		28.00	2.50 per Linear footage	135.00
2		28.00	2.50 per Linear footage	135.00

- Call will include multiple Bee eradication at the same site in the same day.
- Addition sites: Vendor must submit a bid as a fixed flat rate, Hidalgo County will not except per sq. ft for additional sites.

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/12

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: Richard Phillips	
Superior Insurance 1347 19th St. Plano, TX 75074 Phone (972)423-2300 Fax (972)759-9781	PHONE (A/C, No, Ext): (972)423-2300	FAX (A/C, No): (972)759-9781
	E-MAIL ADDRESS: richard@superiorinsuranceinc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Safety	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Robert Sanchez dba Kill A Bug Pest Control
4913 S 24th Street
McAllen, TX 78503-

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			TPG-107332	06/03/2011	06/03/2012	EACH OCCURRENCE	$ 500,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
							MED EXP (Any one person)	$ 5,000.00
							PERSONAL & ADV INJURY	$ 500,000.00
							GENERAL AGGREGATE	$ 500,000.00
							PRODUCTS - COMP/OP AGG	$ 500,000.00
								$
	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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 4/24/2012

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
Kelly Flynn
One GEICO Boulevard
Fredericksburg, VA 22412

64481

CONTACT NAME: ROBERT & LUCY SANCHEZ
PHONE A/C, No, Ext): (956) 655-1698
Fax A/C, No):
Email Address: KILLABUGPC@YAHOO.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ROBERT SANCHEZ
DBA KILL A BUG PEST CONTROL
4913 S 24TH ST
MCALLEN TX 78503-8925

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$
	CLAIMS MADE [ ] OCCUR [ ]						MED. EXPENSE (Any one person)	$
							PERSONAL & ADV. INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG.	$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	[ ] POLICY [ ] PROJECT [ ] LOC							
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X		9100024663-00	3/20/2012	3/20/2013	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [X] SCHEDULED AUTOS	X					BODILY INJURY (Per accident)	$
	HIRED AUTOS [ ] NON-OWNED AUTOS	X					PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATUTORY LIMITS [ ] OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE-POLICY LIMIT	$
							E.L. DISEASE-EACH EMPLOYEE	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

HIDALGO COUNTY IS LISTED AS ADDITIONAL INSURED
2001 FORD RANGER VIN 1FTYR14V21PB06964

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S US HIGHWAY 281
EDINBURG, TX 78539-6243

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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Affidavit & Indemnity Agreement

Date: 4-12-12

Affiant: Robert Sanchez dba Kill A Bug

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Robert Sanchez dba Kill A Bug is a sole proprietor doing business as Robert Sanchez dba Kill A Bug with Hidalgo County. Affiant will provide service for Hidalgo County.

Affiant further, states that he has no employees and does not anticipate employing any. In the event Affiant does employee any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.

Printed Name of Affiant: Robert Sanchez

SWORN AND SUBSCRIBED TO under oath before me on April 12, 2012

Notary Public, State of Texas

NORMA A MARTINEZ
My Commission Expires
March 08, 2016

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
May 1, 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 Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-32125** Report from Committee appointed by Commissioners' Court to review matters concerning Guerra Construction Contract (Contract #C-11-013-03-21).

C. **AI-31785** Approval of Proclamation designating the month of May as Elder Abuse Prevention Month

D. **AI-32071** Approval of Proclamation recognizing May 3, 2012 as National Day of Prayer

E. **AI-31966** Texas AgriLife Extension:
Requesting permission for Barbara Storz and six (6) employees to travel to South Padre Island, TX to attend the District 12 Spring Faculty Meeting on May 23-24, 2012

F. **AI-31942** Approval to accept a settlement check from Endeavor General Agency in the amount of $292.48 to settle property damages to County fence. (Precinct 1)

G. **AI-32117** Acceptance and approval of Letters of Engagement in connection with "Legal Representation Services" for Hidalgo County with the following attorneys/law firms assigned/engaged by Commissioners' Court (including payment of pending

$14,353.59 for services under the Work Authorization No. 3 for El Gato Road Improvement Project.

C. **AI-32012** Requesting approval of Construction Change Order No.7 decrease in the amount of ($228.45) with Mission Paving Company, Inc. (contracted vendor for "Tower Road Phase I Project") reflecting reconciliation of project quantities described on change order, with authority for County Judge to Court Memeber to execute document.

D. **AI-32073** Acceptance and approval of Work Authorization No.3 (with an estimated cost of $12,000) as submitted by project engineer, R. Gutierrez Engineering Corporation, for Minnesota Road Project, through Contract #C-11-310-01-24.

E. **AI-32038** Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $4,856.00) as submitted by Millennium Engineers Group, Inc., for I Road Rehabilitation @ IBWC Floodway Project, through Contract #C-12-068-04-03

16. Precinct #4 - Comm. J. Palacios:

A. **AI-32102** Approval of In-House Standard Operation Rules Manual for Precinct #4

17. Budget & Management - Sergio Cruz:

A. **AI-32085** Status update on Classification and Compensation pay plan policies and procedures.

B. **AI-32008** Presentation and discussion on the Budget Status Report for the 1st Quarter of 2012.

C. **AI-31944** Edward Byrne Memorial:
1. Public Hearing on the FY 2012 Edward Byrne Justice Assistance Grant (JAG) Program Application/Strategies/Narrative.
2. Discussion, consideration, review, and approval of the program application/strategies/narrative of the FY 2012 Edward Byrne Justice Assistance Grant.

D. **Budget Appropriations:**

1. **AI-32019** Pct. #2 - El Gato Road:
Approval of 2012 appropriation of funds for Precinct 2 El Gato Road (1200) in the amount of $100,000.00 from Pct.2 Fund Balance.

2. **AI-32072** Pct. #2:
Approval of 2012 appropriation of funds for several Precinct 2 (1200) project accounts in the total amount of $1,892,000.00 from Pct. 2 R&B Fund Balance.

3. **AI-32059** Pct. 3 Drainage Imprv Prj (1200):
Approval of 2012 appropriation of funds from the R&B unreserved fund balance into Pct. 3 Rd Maint & Drainage Imprv Prj (program #'s 005 & 049) in the amount of $434,790.00 to fund salary & operating expenditures.

18. Purchasing Department - Marty Salazar:
Notes:

D. **Colonia Access Program Pct. 1**

1. AI-32016 Presentation for discussion, consideration, and action on a recommendation by project engineer TEDSI Infrastructure Group Inc. to award to the lowest bidder meeting all specifications: Asago LLC dba Asago Construction in the amount of $317,767.00 for Bid No. CAP-12-049-02-15-YSI "Road & Drainage Construction for Mid Valley Estates Subdivision".

E. **Co. Wide** **APPROVED**

1. AI-31881 Recommending bid award and approval of contract document to the lowest and most advantageous bidder meeting all specifications and/or requirements for: Hidalgo County "Pest Control Services" RFB No. 2012-023-03-21-MEG

19. **Open Forum**

20. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-31940** Claim of AT&T

D. **AI-31975** Claim of Florentino Vela

E. **AI-32112** Civil Action No. M-12-141; Silvestre Moreno Jr. v. Donna I.S.D., et al

F. **AI-32103** Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

G. **AI-32045** CL-09-1306-B; Fernando Elizondo v. Daniel Rodriguez v. Ernesto Solis

21. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-31941** Claim of AT&T

D. **AI-31976** Claim of Florentino Vela

E. **AI-32113** Civil Action No. M-12-141; Silvestre Moreno Jr. v. Donna I.S.D., et al

F. **AI-32104** Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

G. **AI-32044** CL-09-1306-B; Fernando Elizondo v. Daniel Rodriguez v. Ernesto Solis

APPROVED

AI-31881 **Purchasing Department 18. E. 1.**
CC REGULAR
Meeting Date: 05/01/2012
Department Head: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Recommending bid award and approval of contract document to the lowest and most advantageous bidder meeting all specifications and/or requirements for: Hidalgo County "Pest Control Services" RFB No. 2012-023-03-21-MEG

BACKGROUND

Current Contract will expire on May 12, 2012

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-419-40-220-001-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
various accounts- county wide projects

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-431-00-121-001-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-452-00-121-013-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-121-005-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-005-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-122-006-0-425
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

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

April 17, 2013

Vernon Thompson, Owner
Norma Navarette, Assistant Manager
Maria Camargo, Office Manager
PREMIERE UNIFORMS d/b/a
PREMIER UNIFORMS and TACTICAL SUPPLY
6601 Montana Ave, Suite-#B-C
El Paso, Texas 79925
Ph. (915) 771-6601

via email premiereuniformtactical@yahoo.com
via email maria@premiereuniform.biz
via email norma@premiereuniform.biz
via facsimile (915) 843-6601

Re: ***Renewal/Extension for Contract# E-12-141-05-15 (C-10-010-05-25)-"Purchase of Uniforms and/or Accessories" (on an as needed basis) - Hidalgo County***

Dear Mr. Thompson:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **Second 2nd & FINAL** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice for 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 immediately in order to meet the agenda request form deadlines.

By: _____ Date: _____

Vernon Thompson, Owner or
Authorized Signatory for Premiere Uniforms d/b/a
Premier Uniforms and Tactical Supply

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

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

May 1, 2012

E-12-141-05-15

Vernon Thompson, Owner
Norma Navarette, Assistant Manager
Maria Camargo, Office Manager
Hector Ayala d/b/a/ Uniforms of Texas k/k/a
PREMIERE UNIFORMS d/b/a PREMIER UNIFORMS and TACTICAL SUPPLY
6601 Montana Ave, Suite-#B-C
El Paso, Texas 79925
Ph. (915) 771-6601

via email uniformsoftexas@yahoo.com
via email premiereuniformtactical@yahoo.com

Re: Renewal/Extension for Contract #C-10-010-05-25-"Purchase of Uniforms and/or Accessories" (on an as needed basis) - Hidalgo County

Dear Mr. Thompson:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(First 1st Year)** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice for 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 immediately in order to meet the agenda request form deadlines.

By: _____ Date: 5-3-12

Vernon Thompson, Owner or
Authorized Signatory for Premiere Uniforms d/b/a
Premier Uniforms and Tactical Supply

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PREMI02 OP ID: SF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/14/12

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 GRONA BOLES MARTIN BLOXSOM 800 Isom Road, Suite 100 P. O. Box 790828 San Antonio, TX 78279-0828 William R Martin 210-366-5094 210-366-9549	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Premier Uniform DBA Premier Uniforms & Tactical Supply 2111 West Ave San Antonio, TX 78209	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Lloyds Ins Co — 41262 INSURER B : Service Lloyds INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		6607679A424	06/25/11	06/25/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			6607679A424	06/25/11	06/25/12	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	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SRZD2608512	05/11/12	05/11/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County as Additional Insured - Vendor #CG2015 (11/88)

CERTIFICATE HOLDER

HIDAL03

Hidalgo County
2812 S. Highway Business #281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William Mart

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AI-32285
CC CONSENT

APPROVED

10. I.

Meeting Date: 05/15/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Presentation by (awarded vendor) Hector Ayala d/b/a Uniforms of Texas on acquisition of company and assets (all existing Hidalgo County contracts as of April 9, 2012 pursuant to date of Bill of Sale) by "PREMIERE UNIFORMS d/b/a PREMIERE UNIFORMS and TACTICAL SUPPLY;

2. Requesting authority to exercise the first (1st) of the additional two (2) one (1) year extension terms as provided in current contract #C-10-010-05-25 for: "Purchase of Uniforms and/or Accessories" for Hidalgo County, under the same rates, terms and conditions with PREMIERE UNIFORMS d/b/a PREMIER UNIFORMS TACTICAL SUPPLY.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: obj. 605 Co. Wide

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

BUDGETARY IMPACT:

This is a countywide contract. Possible funding source is obj. 605 "Clothing & Uniforms". Purchases are on an "as needed" basis. Please refer to attached expense report for funding availability as of 5-11-12.

Attachments

email from legal
insurance
Extension-Uniforms of Tx n/k/a Premiere Uniforms & Tactical Supply-
Exp. Report as of 5-11-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/11/2012 11:53 AM
Budget & Management	Merlen P. Munoz	05/11/2012 01:14 PM
Ivan Cantu	Ivan Cantu	05/11/2012 03:36 PM
Auditor's Office	Monica Badillo	05/11/2012 04:07 PM

Form Started By: Letty Saenz Started On: 05/09/2012 01:48 PM

Final Approval Date: 05/11/2012

CC Approved on May 15, 2012

Download PDF Packet Print Agenda Return

AGENDA
CC CONSENT
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
May 15, 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.

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

approved

2. **2012 Intradepartmental transfers:**

all approved

- **A.** 2012 - 139th District Court (1100)
- **B.** 2012 - 370th District Court (1100)
- **C.** 2012 - Budget & Mgmt. (1100)
- **D.** 2012 - County Wide Insurance (1100)
- **E.** 2012 - Emergency Management (1100)
- **F.** 2012 - Facilities Mgmt. (1100)
- **G.** 2012 - Health & Human Services Dept. (1293)
- **H.** 2012 - Health & Human Services Dept. (1293)
- **I.** 2012 - HIDTA (1291)
- **J.** 2012-Elections Dept (1100)
- **K.** 2012 - Human Resources (1100)
- **L.** 2012 - I.T. Department (1100)
- **M.** 2012 - Pct. #3 BCAP (1312)
- **N.** 2012 - Pct. #4 Administration (1200)
- **O.** 2012 - Pct. 4 Landfill (1100)
- **P.** 2012 - Sheriff's Office (1100)
- **Q.** 2012 - Sheriff's Office (1100)

CC Approved on May 15, 2012

CC Approved on May 15, 2012

3. 2012 Interdepartmental transfers:

approved **A.** Pct. 1 TXDOT (1315):
Approval of 2012 interdepartmental transfer from FM 493 (US83-Mile10N), program #043, to Mile 6 West (US 83-SH 107), program #039, in the amount of $63,808.53 to fund Supplemental Agreement #1 with TEDSI Infrastructure Group, Inc. in relation to the Mile 6 West road project.

approved **B.** Pct. #1 CO's 2010 A & B (1342):
Approval of 2012 interdepartmental transfer from Pct. 1 Roads, program #041, to Bar Ditches, program #087, and HCCID #9 Drain Channels, program #092, in the amount of $26,000.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of March 2012 (PP #5-6).

4. Planning Department:

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

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

5. Monthly Fee Reports:

approved **A.** District Clerk:
Approval of March 2012 Monthly Fee Report.

6. Right of Way - Permits:

approved **A.** North Alamo Water Supply Corporation:
1. From C/L of Old Blanca Rd & mile 9N go north 2,300' on the ES & WS- Bore- NAWSC; 3/4" service connection

7. Tax Refunds:

approved **A.**

Acct Number	Payer	Amt
S2982.00.000.0015.00	Ridge CBF McAllen II LLC	$2718.27
S2982.00.000.0015.00	Ridge CBF McAllen II LLC	$2720.16
S2982.00.000.0015.00	Ridge CBF McAllen II LLC	$20647.47
S3004.02.000.0004.00	Ridge CBF McAllen II LLC	$2596.47
S3004.02.000.0004.00	Ridge CBF McAllen II LLC	$2597.25
S3004.02.000.0003.00	Ridge CBF McAllen II LLC	$13196.70

8. Urban County:

approved **A.** Request approval to enter into two (2) "Homebuyer Assistance Program" Contracts under the Home Program.

approved **B.** Request for approval of two (2) applicants in the Countywide area under the HOME Owner-Occupied Housing Rehabilitation Program.

9. Budget & Management:

approved **A.** Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. paying account for claims paid by Tristar Risk Management in the amount of $54,254.30 for the period of 04/16-30/2012 and requesting approval of wire transfer.

10. 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.

CC Approved on May 15, 2012

CC Approved on May 15, 2012

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).

approved **A.** Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto and drafted by the Hidalgo County WIC program for "Medical Supplies" including the re-advertisement of project in the event no bids and/or rejection responses are received and project is still required RFB NO: 2012-053-00-00-MEG.

approved **B.** Precinct 4:
Requesting approval & authority to enter into a 12 month monitoring agreement and execute required agreement with Perez, Jose R. d/b/a First State Security and Alarms through requisition #214717 $20.00/month ($240.00/annually). Effective dates of 5/1/12 - 4/30/2013.

approved **C.** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County Precinct No. 4-"Pit Run Caliche"-RFB No.: 2012-103-06-06-SGS, including the re-advertising of project in the event no bids/responses are received and/or are rejected and the project is still required.

approved **D.** Acceptance and approval to exercise the County's option to renew the letter of engagement services with Arbitrage Compliance Specialists, Inc. the first (1st year) of the three (3)-one (1) year extension as provided in the RFQ No: 2011-070-03-16-VYG for the "Arbitrage Calculation Services".

approved **E.** 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.

approved **F.** **Sheriff's Office:**
Requesting authority to renew our software annual maintenance agreement with Gilbarco thru requisiton #213707 in the amount of $175.00/yr from 04/29/2012-04/29/2013.

approved **G.** Acceptance and approval of Invoice #11324130 in the amount of $6,982.68, from L&G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation," C-11-054-04-12.

approved **H.** Acceptance and approval of request for payment of invoices as submitted by L & G Consulting Engineers, Inc. with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed for the following invoices:

1. Invoice #11324118-$11,831.20-PO#596375-Work Authorization No. 1- Contract #C-07-451-12-26

2. Invoice #11324119-$18,000.00-PO#617489-Work Authorization No. 1- Contract #C-08-417-12-09

3. Invoice #11324120-$ 6,650.50-PO#644483-Work Authorization No. 2- Contract #C-08-417-12-09

approved **I.** ✓ 1. Presentation by (awarded vendor) Hector Ayala d/b/a Uniforms of Texas on acquisition of company and assets (all existing Hidalgo County contracts as of April 9, 2012 pursuant to date of Bill

CC Approved on May 15, 2012

CC Approved on May 15, 2012

of Sale) by "PREMIERE UNIFORMS d/b/a PREMIERE UNIFORMS and TACTICAL SUPPLY;

2. Requesting authority to exercise the first (1st) of the additional two (2) one (1) year extension terms as provided in current contract #C-10-010-05-25 for: "Purchase of Uniforms and/or Accessories" for Hidalgo County, under the same rates, terms and conditions with PREMIERE UNIFORMS d/b/a PREMIER UNIFORMS TACTICAL SUPPLY.

AgendaQuick©2005 - 2012 Destiny Software Inc., All Rights Reserved

CC Approved on May 15, 2012

Bill of Sale

Date: April 9, 2012

Seller: Hector Ayala, Individually and D/B/A Uniforms of Texas

Seller's Mailing Address:

Hector Ayala, Individually and D/B/A Uniforms of Texas
4771 Vista Del Monte
El Paso, El Paso County, Texas 79922

Buyer: Premier Uniform, Inc.

Buyer's Mailing Address:

Premier Uniform, Inc.
2111 West Ave.
San Antonio, Bexar County, Texas 78201

Consideration:

The considerations set forth in that certain Asset Purchase Agreement of even date herewith between Seller and Buyer.

Transferred Properties:

Assets of Seller located at 6601 Montana Ave., Suites B&C, El Paso, Texas 79925, including furniture, fixtures, tools, equipment, inventory, raw material, work in progress, or material used or consumed in Seller's Business, Seller's customer list, telephone and facsimile numbers. Excluded from the sale are Seller's accounts receivable and the inventory of Seller seized by the United States and now in the possession of the United States. Seller is responsible for his accounts payable.

Reservations from Transfer:

None.

Exceptions to Transfer and Warranty:

None.

Seller, for the Consideration and subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the

Transferred Properties to Buyer and Buyer's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Seller but not otherwise, except as to the Reservations from Transfer and the Exceptions to Transfer and Warranty.

As a material part of the Consideration for this sale, Seller and Buyer agree that Buyer is taking the Transferred Properties "AS IS" and that there are no representations, disclosures, or express or implied warranties except those contained in the Asset Purchase Agreement and this Bill of Sale. Buyer has not relied on any information other than Buyer's inspection and the representations and warranties expressly contained in the Asset Purchase Agreement and this Bill of Sale.

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

Hector Ayala, Individually and D/B/A Uniforms of Texas

Premier Uniform, Inc., a Texas corporation.

By: _____
~~Sterling~~ Thompson, ~~Vice~~ President
VERNON

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on April 9th, 2012, by Hector Ayala, Individually and D/B/A Uniforms of Texas.

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF EL PASO)

BENJAMIN RODRIGUEZ
MY COMMISSION EXPIRES
November 6, 2012

This instrument was acknowledged before me on April _____, 2012, by Sterling Thompson, as the Vice President of Premier Uniform, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

BENJAMIN RODRIGUEZ
MY COMMISSION EXPIRES
November 6, 2012

ASSIGNMENT OF CONTRACTS WITH CUSTOMERS

In accordance with the Asset Purchase Agreement between Hector Ayala, Individually and d/b/a Uniforms of Texas as Seller and Premier Uniforms and Sales Co. Inc. as Buyer, I Hector Ayala Individually and d/b/a Uniforms of Texas transfer , convey and assign to Premier Uniforms and Sales Co. Inc. any and all right, title and interest I may own or have any future claim of ownership in and to contracts with customers of Seller.

Seller will furnish to Buyer all information and records which Buyer requests regarding said accounts.

It is agreed that accounts receivable of Seller as of 9, 2012, remain the property of Seller.

Signed this 9 day of April, 2012.

Buyer:
Premier Uniforms and Sales Co., Inc.

Vernon Thompson, President,
Buyer

Seller:
Hector Ayala, Individually and D/B/A Uniforms of Texas

Hector Ayala, Seller

BENJAMIN RODRIGUEZ
MY COMMISSION EXPIRES
November 6, 2012

State of Texas
County of El Paso

This instrument was acknowledged before me on April 9, 2012 by Vernon Thompson and Hector Ayala

Notary Public

STATE OF TEXAS §

COUNTY OF EL PASO §

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into by and between **HECTOR AYALA D/B/A UNIFORMS OF TEXAS** hereinafter referred to as "Seller"; and **PREMIER UNIFORM, INC.** hereinafter referred to as "Buyer".

The parties hereto hereby agree as follows:

Seller is presently the owner of business known as UNIFORMS OF TEXAS, hereinafter referred to as the "Business", located at 6601 Montana Ave. , Suites B & C, El Paso, Texas 79925.

The parties are in agreement as follows:

1. Seller agrees to sell and Buyer agrees to purchase all of the assets including customer, mailing lists, telephone and facsimile numbers of the Business, but not including accounts receivable and not including the inventory seized by the United States.
2. Seller shall transfer to Buyer the furniture, fixtures, inventory, equipment, customer list, mailing list, telephone and facsimile numbers and leasehold on the premises located at 6601 Montana Ave., Suites B & C, El Paso, Texas 79925. Excluded from the sale are Seller's accounts receivable and the inventory seized by the United States. With respect to such seized inventory, if and when it is returned to Seller, Seller and Buyer agree to negotiate in good faith for Buyer's purchase of such inventory. In the event that Seller and Buyer cannot reach agreement for the sale and purchase within thirty (30) days of the date of the return of such inventory to Seller, then Seller shall be free to sell such inventory to such persons and upon such terms as Seller shall determine. The sale of such inventory shall not be a violation of Seller's non-compete agreement or consulting agreement as set forth herein.
3. Seller will agree to a Non-Competition Agreement with Buyer for a period of TWO (2) years within 100 miles of Buyer's business location in El Paso, Texas as a part of the consideration for purchase of Sellers assets.
4. Buyer is buying the assets of the Business "AS IS", "WHERE IS", without any warranties of any kind.
5. Seller warrants that he is delivering the assets of the Business free and clear of liens, encumbrances and taxes; PROVIDED, HOWEVER, that Buyer understands that Seller owes trade accounts payable which Buyer is not assuming.
6. The sales price shall be $75,000.00 with payment to Seller at closing, plus the cancellation of Seller's debt to Buyer in the amount of $34,700.00 for outstanding invoices owed.
7. Seller will not voluntarily encumber the assets of the Business.

8. Buyer shall assume Seller's lease for the premises at 6601 Montana Ave., Suites B & C, El Paso, Texas 79925. The rent shall be prorated as of the date hereof.
9. Seller and Buyer shall enter into a Consulting Agreement under which Seller shall be paid a consulting fee, for two years from date hereof, in the amount of five (5%) percent of gross sales, as more particularly defined in the Consulting Agreement. Seller will also agree to a covenant not to compete with Buyer for the two (2) year period within 100 miles of the Business location, which shall also be contained in the Consulting Agreement.
10. Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.
11. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision, or portions thereof, shall not be affected thereby.
12. Whenever used herein, the singular shall include the plural, and the plural shall include the singular.
13. This Agreement shall inure to the benefit of and shall be binding on the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.
14. This Agreement, and the documents executed in accordance herewith, contain the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.
15. The Parties agree that this Agreement in no way creates a partnership or ownership relation between the Buyer and Seller neither shall be responsible for the debts or liabilities of the other.
16. All agreements of the parties shall survive the closing hereunder.
17. This Agreement may be signed in original or by fax in counterparts, each of which shall be deemed an original, and all of the counterparts together shall constitute one complete document.

Executed and effective this 9 day of April, 2012.

Buyer:
Premier Uniform, Inc.

~~Sterling~~ Thompson, ~~Vice~~ President
Vernon HH

Seller:
Hector Ayala, Individually and
D/B/A Uniforms of Texas

Hector Ayala

REQUIREMENTS AGREEMENT
C-10-010-05-25

THIS AGREEMENT (the "Agreement") is entered into effective as of the **25th** day of **May, 2010** by and between **Hector Ayala** d/b/a **Uniforms of Texas** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Purchase of Uniforms and/or Accessories" (on an as needed basis)** (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 **two (2) years** 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 **two (2) years, with the County's sole option to extend/renew for an additional two (2) one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **May 25, 2010** and expire on **May 24, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) 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
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

Hector Ayala d/b/a/ Uniforms of Texas
Hector Ayala, Owner
6601 Montana Avenue, Suite # B-C
El Paso, Texas 79925

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, 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.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: May 25th, 2010

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: Hector Ayala
Title: Owner

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 15, 2010

_____

_____

_____

_____

Re: Hidalgo County - Bid No: 2010-010-03-31-MEG
Request for Bids - Hidalgo County -**"Purchase of Uniforms and/or Accessories"**

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for you 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

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
Bid No: 2010-010-03-31-MEG

1. **Request for Bid Letter consists of** __1__ **page.**

2. **Request for Bid, Legal Notice, consisting of** __7__ **pages.**
   (Page 8 must be submitted with bid)

3. **Exhibit "A" Specifications, consisting of** __10__ **pages.**

4. **Exhibit "B"Bid Form, consisting of** __5__ **pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements, consisting of** __4__ **pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of** __1__ **page.**
   (Copy of receipt and this form must be submitted with bid)

7. **Vendor/Bidder Application and W-9 form consisting of** __6__ **pages.**
   (Must be submitted with bid)

8. **Certification Regarding Debarment, consisting of** __1__ **page.**
   (Must be submitted with bid)

9. **Draft Requirement Agreement, consisting of** __8__ **pages**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

March 15, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-010-03-31-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626Ext. 4855

REQUEST FOR BIDS

HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"

BID OPENING DATE:
MARCH 31, 2010

Contact Person:

Martha L. Salazar, CPPB, PurchasingAgent
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

1. Sealed bids will be received for **"HIDALGO COUNTY- PURCHASE OF UNIFORMS AND/OR ACCESSORIES** 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-2010-010-03-31-MEG- HIDALGO COUNTY – PURCHASE OF UNIFORMS AND/OR ACCESSORIES** 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, MARCH 31 , 2010 NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2010-010-03-31-MEG-HIDALGO COUNTY-PURCHASE of UNIFORMS and/or ACCESSORIES"**

   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
MarthaL. Salazar, Purchasing Agent
(956) 318626

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–PURCHASE of UNIFORMS and/or ACCESSORIES"** 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
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Pre-Bid Conference, 10:30A.M.	**March 18, 2010**
Bid Opening, 9:30 AM	**March 31, 2010**
Award of Contract	_____ 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any

department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BID
FOR
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"

To: Martha L. Salazar, CPPB, PurchasingAgent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITED WITH BID)

SCOPE OF THE CONTRACT

This is a firm fixed-price contract calling for delivery of the products identified in the specifications. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions provided but, not limited to the following:

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 or exceeded**. Any bid that does not meet the minimum requirements andor specifications specified will be rejected.

2) Vendor(s) are encouraged to bid on one or multiple items.

3) Specifications may vary by department. Colors, lettering and logos/emblems/seal may differ and no additional fees shall be assessed to the County on similar items.

4) Samples may be subjected to laboratory testing at the discretion of Hidalgo County.

5) Bidders are responsible for all testing costs of their sample garments.

6) Bidder must enclose evidence (dated manufacturers catalogs or similar) that this item is currently a commercial in-stock style. The successful bidder will provide a full size run of try-on garments within ten (10) days for approval.

7) Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year.

8) Garments must be manufactured to ISO 9001 quality assurance standard. (AG0304)

9) All uniforms shall be new and unused.

10) Departments will purchase uniforms **"on an as needed basis"**; there is no guarantee on annual volume.

11) Other Hidalgo County departments, not stated herein, may be included and may utilize this contract for the purchasing of uniforms and/or accessories that meet their specifications and those departments will make minor modifications to the lettering, colors, logos, seals and/or emblems if necessary at no additional charge.

12) Colors and embroidery will be forwarded to the awarded vendor upon purchase. Colors and embroidery will vary.

13) All emblem, seal, logos and embroidery fees shall be included in the unit price.

14) **PRE-BID CONFERENCE**
A pre-bid will be held on **THRUSDAY MARCH 18, 2010 at 10:30 a.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to

acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

15) **SAMPLES**

a. A sample of the uniform/clothing being proposed **MUST** be submitted at no charge to the County with the bids for review and inspection by Hidalgo County. Arrangements will be made with the vendor to return all uniform/clothing at no charge to the County. **IF SAMPLES ARE NOT SUBMITTED, THE BID WILL BE DISQUALIFIED AND REJECTED.**

TERMS AND CONDITIONS

1. The initial term of this contract will be for a two (2) year term, with the County's option to extend the contract for an additional two (2) one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term. Vendor will make available a person(s) on an "As Needed Basis" to take measurements of employees prior to ordering.

3. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

4. Insurances required for this project are, general liability, automotive insurance, and worker's compensation. (Refer to Exhibit "C")

5. Hidalgo County reserves the right to award the bid to **MULTIPLE** bidders if the County determines it is in it's best interest to do so.

6. Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.

7. Standard uniform deliveries will be made within 30 (thirty) days to 45 (forty-five) days from orders being placed.

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

9. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

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 contact.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form ofverifiable 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 beat 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 he 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:
All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The 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, MARCH 24, 2010 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. MARCH 26, 2010.

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

	PRECINCT No. 1	***#1***
A	**PATCHES, EMBLEMS or EMBROIDERY**	Precinct Emblem (Left Breast Attachment) *Emblem Consists of Blue and Yellow County Shape, with County Emblem Reading PCT. 1 and Star within it. Name (Right Breast Attachment) *Name will be Employees First or Last Name in White Thread Cursive Letters on a 3 ½" x 1 ½" Patch.
B	**SHIRTS**	Button down oxford 60% cotton / 40% poly, colors white, khaki and light blue (Men's sizes small to XXX Large and Women's small to XX Large)
C	**LONG SLEEVE TWILL w/ name and department emblem**	5 ounce, 100% Cotton, Back Pleat, Double Needle Stitching, Patch Pockets Button- down collars, Buton- through sleeve plackets and adjustable cuffs Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording, Sizes are S-XXL Colors: White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering
D	**SHORT SLEEVE TWILL w/ name and department emblem**	5 oz 100 % Cotton, Double needle stitching, Patch pockets, Button-down collar, Double needle hemmed sleeve cuffs. Fabric isgarment washed, Shirts to be embroidered with "COUNTY SEAL" Office Wording and Name Sizes: MXXL
		Colors: Royal Blue, Navy, Khaki, Red, Hunter Green, Black
E	**HEAVY DUTY WORK PANT**	Stain-resistant, 8 ounce 65% poly/ 35% cotton twill, Durable press finish so pants need little or no ironing, Button closure and button close back pocket Full cut thigh, double stitched pockets, 30-44 waist sizes for men and 8-16 sizes for women
		Colors- Khaki, navy, black

	PRECINCT No. 3	***#2***
A	**LONG SLEEVE TWILL**	5 ounce, 100% Cotton, Back Pleat, Double Needle Stitching, Patch Pockets Button- down collars, Button- through sleeve plackets and adjustable cuffs Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording, Sizes are S-XXL Colors: White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

	ELECTIONS DEPARTMENT	***#3***
A	**SHIRTS**	Cotton button up shirt with pocket in both long sleeve and short sleeve with County Logo/ Elections Administrator Logo emblem in color choice of blue, red, maroon, khaki, purple teal or green Sizes vary from small through 2XL.
B	**SPORT POLO SHIRT**	100% cotton --Short sleeve polo shirt with name and department emblem or badge in color choice of blue, red, maroon, khaki, white, orange, brown, navy, pink, black, purple, teal or geen. Sizes vary from small through 2XL

	IT DEPARTMENT	***#4***
A	**SHIRTS**	Cotton button up shirt with pocket in both long sleeve and short sleeve with County Logo/ IT Department emblem in color choice of various colors Sizes vary from small through 2XL.
B	**SPORT SHIRT POLO**	6.1 ounce, 100% Cotton Welt Collar 2 Button Placket Side Seamed with a double needle stitched sleeve and bottom hem Colorfast to maintain original color With County Logo and IT Department emblem in the following color choices. Various Colors: Sizes will vary from S-XXL

	SAFETY DEPARTMENT	***#5***
A	**LONG SLEEVE TWILL**	5 oz, 100%, Back Pleat, Double Needle Stitching, Patch Pockets, Button-down collars, Button-through sleeve plackets and adjustable curs. Fabric is garment washed; Shirts to be embroider with "COUNTY SEAL" office wording and Name. Sizes are from M-XXL
		Colors: White with Navy Blue Seal and lettering
B	**SHORT SLEEVE TWILL**	5 oz 100 % Cotton, Double needle stitching, Patch pockets, Button-down collar, Double needle hemmed sleeve cuffs. Fabric isgarment washed, Shirts to be embroidered with "COUNTY SEAL" Office Wording and Name Sizes: MXXL
		Colors: White with Navy Blue Seal and lettering
C	**SPORT SHIRT POLO**	6.1 oz, 100% cotton, Welt Collar, 2 Button Placket side seamed with a double needle stitched sleeve and bottom hem colorfast to maintain original color, Sizes will vary from M-XXL
		Colors: Navy Blue with white seal and letting
D	**TACTICAL PANTS**	Pre-washed, Fade Resistant, 8.5 oz D0% cotton canvas, Action Waist 59 Heavy duty bar tacks for strength and durability, YKK zip front fly with Prym snap, rear slash pockets, utility strap, fashlight/cell phone pocket side cargo pocket, solid brass d-ring, double reinforced seat, double knees and hidden knee pad pockets, waist sizes men from 30-46
		Colors: Navy Blue
E	**CAPS**	Baseball type 100% polyester, Velcro adjustable strap to beembroidered with "COUNTY SEAL" and Office Wording
		Color: NavyBlue with white seal and lettering

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
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	CONSTABLE PRECINCT NO. 3 (sample needed for all products)	***#6***
A	**RAINCOAT** corrections done	48" Vinyl Raincoat with sealed seams, pass through pockets, non-corrosive snap-front closure; detachable, snap on hood, ventilated back and underarms, and screen printed on the back in Black with Constable in capital letter 4" (Sizes from small to XXXXL)
B	**TROUSER BELT**	1 ¾" Black leather belt, hand-creased with rubbed edges with removable nickel buckle with plain finish (Sizes 28 to 50 waist)
C	**TIE**	Taupe color, Clip-on tie, with buttonhole you can slide small end of tie through the loop and button to shirt, size Regular (17½") Long (19 ½"), 3" wide with permanent knot, made of polyester
D	**TACTICAL UNIFORM**	Shirt: Long sleeve, pen/pencil pocket, two large chests pockets with hidden buttons, reinforced elbows, hidden button front, adjustable waist and cuff tabs, double stitched seams, Brown in color (size from regular or long from small to XXXXXL)
E	**PANTS**	BDU pants, Brown in color, sizes fom regular or long from small to XXXXXL, constructed from 7.0 oz./ 65%poly / 35% cotton. Roomy thigh back pockets with hidden buttons, reinforced knees and seats, waist tabs, drawstrings button, button fly
F	**CAPS**	Hot weather combat cap, Brown in color, constructed from 65% poly / 35% cotton (size from small to XXL)
G	**T SHIRTS**	Constructed from 65% poly / 35% cotton, brown in color (sizes from small to XXXXL)
H	**NAME STRIPS**	Embroidered name strips, Khaki in color with black lettering and applied to shirt to shirt to the tactical uniform shirt
I	**RED SHOULDER CORDS**	VENDORS MUST BRING SAMPLES
J	**UNIFORM PATCHES**	VENDORS MUST BRING SAMPLES
K	**DRESS GLOVES**	White in color, with snaps, 100% cotton (sizes medium to X Large)
L	**REPLACEMENT BUTTONS FOR SHIRTS**	The Star of Texas with Texas spelled out on the button, one button finish will be silver and the other button finish will be gold, with toggles/ washers
M	**RAIN COVERS FOR HATS**	Plastic covers for hats 4"brim
N	**COWBOY HATS**	Straw hats, Stetson straw (equal or better) Style: Roper, Color Silver Belly, 4" Brim with brown eyelits, quality 4 X to 10 X, brown brim strap (sizes: 6 ¾and up)... Felt cowboy hat: Stetson felt (equal or better), Style: Roper, Color Silver Belly, 4" brim, quality 4X or better (sizes 6 ¾and up)
O	**SHIRTS**	Button down oxford 60% cotton / 40% poly, colors white, khaki and light blue (Men's sizes small to XXX Large and Women's small to XX Large)
P	**MISCELLANEOUS CAPS**	Mesh baseball cap 65% polyester / 35% cotton 100% mesh back w/ embroidered department emblem (emblems may vary) adjustable
Q	**SHIRT**	Body armor under shirt (sizes small and up)
R	**TWILL LONG SLEEVE SHIRT**	Embroidered with name and department emblem or badge (sizes small and up)
S	**POLO SHIRT**	Short sleeve polo shirt with name and department emblem or badge (sizes small and up)
T	**TRADITIONAL WORK COAT (equal or better)**	Constructed from 12 oz. firm hand 100% cotton duck material, 100% nylon quilted-to-polyester artic weight lining, corduroy top collar with snaps under the collar and zipper front with Velcro wind flap (color duck brown) sizes small and up

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

	Juvenile Justice Center	#7
	(Boot Camp, Star "Specialize Treatment & Rehabilitation Project", Detention)	
A	**BDU TROUSERS**	Propper (or equivalent to) pants, 60% Cotton/ 40% Polyester, Color – Navy Blue Sizes- X Small through X-Large
B	**SWAT BOOTS**	Sizes (Men) - 9 through 10 ½W, Sizes (Women) 7 through 9
C	**RUNNING SHOES**	Heavy duty with breathable eyelets, reinforced rubber toe cap, full cushion insoles, non-skid, non marking Sizes 7 ½through 11
D	**SHOES DECK STYLE**	Heavy duty canvas step Canvas uppers, non skid rubber soles, Color- Navy, Sizes Male and Female 5-13
E	**BELTS**	Color- Black Sizes-Small through X Large
F	**YOUTH T-SHIRTS**	Jerseys Heavy Weight Blend (or equivalent to) t-shirts, 50% Cotton/ 50% Polyester, Color- Navy blue with mustard yellow lettering on left side and back, Male and Females sizes- Small through X Large
G	**YOUTH SHORTS**	Jerseys Heavy Weight Blend (or equivalent to) shorts, 50% Cotton/ 50% Polyester, Color- Navy Blue with Mustard Yellow Lettering on Left Side, Male and Female Sizes- Small through X Large
H	**STAFF T-SHIRTS**	Jerseys Heavy Weight Blend (or equivalent to) t-shirts, 50% Cotton/ 50% Polyester, Color- Navy Blue with Mustard Yellow Lettering on Left Side and Back, Male and Female Sizes- Small through XX Large
I	**STAFF SHORTS**	100% Polyester/ 100% Nylon, Color- Black with no lettering, Male and female sizes- Small through XX Large
J	**WALKING SHORTS**	Regular Length Walking Shorts * Polyester/ Cotton Blend, Elastic Waistband no drawstring or pockets, Color- navy with no lettering, Sizes- Male and Female small through 4X Large
K	**WINDBREAKER JACKETS**	Color- Blue or Black with Lettering on left side and back, Male and Female Sizes- Small through XX Large, Shell: 100% Nylon coated with 600 MM Acrylic, Body Lining: 65% Polyester/ 35% Cotton, Sleeve Lining; 100% Cotton or Shell: 100% Nylon Lining: 100% Polyester
L	**V-NECK SHIRTS**	Polyester/ Cotton Blend Fabric, Triple Stitch Short Sleeve, Color-Navy with No Lettering, Sizes- Male and Female small through 4 X Large
M	**T-SHIRT CREW NECK**	White, preshrunk, durable taped neck, shoulder seams, extra long tail, 100% cotton ....sizes: small, medium, large adults and XL
N	**SWEAT TOP**	Ash Gray Crew Neck 50% Cotton, 50% Polyester, Collar, cuffs Waistband is covered-seamed and ribbed Sizes small, medium, large and XL
O	**SWEAT BOTTOM**	Ash Gray 50% Cotton, 50% Polyester ....Elastic cuffs Sizes small, medium, large and XL
P	**SWEATSHIRTS**	50% Cotton/ 50% Polyester, Long sleeves, Color- navy, Size- Medium through 3 XL
Q	**SWEATPANTS**	50% Cotton/ 50% Polyester, Elastic Waistband, Removable Drawstring, Color- Navy, Size Medium through 3 XL
R	**SPORT BRAS**	Two ply lycra/cotton, Hookless pull on style no metal of plastic, racer style back, Color- White, Sizes- small through XX Large
S	**WOMEN'S PANTIES**	Brief style, Elastic waistband and leg bands, cotton, Color- white, Sizes 5 through 10
T	**MEN'S BRIEFS**	Cotton, Color- White, Size- Small through X Large
U	**BOXER BRIEFS**	Preshrunk, white, 100 %cotton youth sizes small (small, med, large & XL)
V	**TUBE SOCKS**	Cotton Polyester blend, Color- white, Size- small through large
W	**CREW SOCKS**	White crew socks, 86% cotton, 14% man made fiber reinforced gray heel and toe ...Extra thick cushioned foot
X	**DISPOSABLE SHIRTS AND TROUSERS**	Spun bonded polypropylene, cloth like fabric, Color- Light blue, Size- Medium through XX Large
Y	**COOKING HATS**	Disposable white, (Sizes med, large)

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

		FIRE MARSHAL	***#8***
A	**LONG SLEEVE TWILL**	5 ounce, 100% Cotton, Back Pleat , Double Needle Stitching, Patch Pockets, Button- down collars, Button- through sleeve plackets and adjustable cuffs, Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording , Sizes are M-XXL	
		Colors:	White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering
B	**SHORT SLEEVE TWILL**	5 ounce, 100% Cotton, Double needle stitching, Patch pockets , Button- down collar, Double needle hemmed at sleeve cuffs, Fabric isgarment washed, Shirts to be embroidered with "County Seal" and Office wording, ...Sizes are M-XXL	
		Colors:	White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering
C	**SPORT SHIRT POLO**	6.1 ounce, 100% Cotton, Welt Collar, 2 Button Placket Side Seamed with a double needle stitched sleeve and bottom hem Colorfast to maintain original color, Sizes will vary from M-XXL	
		Colors:	Navy, Khaki, Red, Hunter Green, Black
D	**DUTY POLO**	70% Cool Max Fabric or equivalent to Comfort fit pattern and extra long tails with side vents, 30% Polyester Construction ½ inch 3M Scotchlite (or equivalent to) reflective trim around sleeves for greater visibility, Microphone keepers on shoulders and on front placket, Single pocket on left side, Shirts to have department badge embroidered on left chest Sizes will vary from M-XXL	
		Colors- Navy, White, Black	
E	**T-SHIRTS**	6 ounce, 100% Cotton combed ring spun cotton, 18 singles, Taped shoulder to shoulder, Cover seamed front neck armholes and shoulders, Double needle sleeve and bottom hem, Sizes will vary from M-XXL	
		Colors- black, navy, khaki	
F	**SWEATSHIRT**	Crewneck style with rib-knit collar, Cuffs and bottom, Smooth finish on outside and brushed fleece inside Sizeswill vary from M-XXL	
		Color-Navy	
G	**STRUCTURAL BOOT**	16" Bunker fire boots, Shoe fit design, Padded shin protector, Crack resistant poly shell, Black with , safety yellow trim, Steel shank, Steel midsole, Steel toe, Waterproof Lug outsole, Sizeswill vary: Men 8-12 and Women 6-9	
H	**CAPS**	Baseball type, 100% polyester , Velcro adjustable strap , Color- Navy	

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

	FIRE MARSHAL(cont'd)	*#8*
I	**CLASS A SHIRT**	Lightweight 4.5 oz 65% polyester/ 35% cotton, Military style shirt, Sewn in Creases, Scalloped pocket flap with pleated pockets, Short sleeve style to have convertible collar, Long sleeve style to have banded collar, Sizes will vary from M- XXL Colors- White and Navy
J	**TACTICAL PANT**	Pre-washed, Fade Resistant, 8.5 ounce 100 % cotton canvas, Action Waist 59 Heavy duty bartacks for strength and durability, YKK zip front fly with Prym snap, Rear slash pockets, Utility strap, Flashlight/cell phone pocket Side Cargo Pockets, Solid brass dring, Double reinforced seat, Double knees and hidden knee pad pockets, 30-44 waist sizes for men and 8-16 sizes for women
K	**HEAVY DUTY WORK PANT**	Stain-resistant, 8 ounce 65% poly/ 35% cotton twill, Durable press finish so pants need little or no ironing, Button closure and button close back pocket Full cut thigh, double stitched pockets, 30-44 waist sizes for men and 8-16 sizes for women Colors- Khaki, navy, black
L	**CLASS A TROUSER**	5 oz 65% polyester 35% cotton, Brass ratcheting YKK zipper, Crush- proof hook and eye closure, 30-44 waist sizes for men and 8-16 sizes for women Colors- Navy, Black, Khaki
M	**TACTICAL TROUSER**	6.5 oz 65% polyester/ 35% cotton twill, Gripper elasticwaistband shirt stay Two 8.5"deep rear flashlight pockets (sap pockets), Two cargo pockets with extra pockets inside (outer pockets have Velcro closure and inside pockets have brass zipper closures), Two back pockets with button tabs, Large keystone belt loops, Brass fly zipper with auto-lock closure, Split seam tailored construction, Extra strength tandem-needle seat seam, Triangular bartacks at all stress points, 30-44 waist sizes for men and 8-16 sizes for women Color- Navy, Black
N	**WINDBREAKER**	Two front slash pockets, Drawstring bottom, Snap front closure, Water repellent nylon shell, Lightweight flannel lining, Set in sleeves with elasticized cuffs, Sizes will vary from M- XXL Color- navy
O	**RAINCOAT**	ANSI Class 3 Reversible 50" Raincoat, Has black 200 denier nylon shell that reverses to fluorescent orange-red 250 denier polyester, Made from NFPA 701 flame retardant material, ANSI Side has 360 degrees of 3M Scotchlite (or equivalent to) retroreflective striping, Sealed seams and storm front with snap closure for full protection, Raglan sleeves for easy movement, Coat to come with pass-through pocket for easy access to duty belt and gear. Sizes will vary from M- XXL
P	**DUTY JACKET**	Duty jacket with three ply Taslan and Hiptex 2000 or equivalent, Double storm flap, Storm collar and adjustable cuffs, Zip out Thinsulate liner for added warmth (or equivalent to), 360 degrees telescopic sleeve system for full arm extension, Convertible 3M Scotchlite reflective trim on cuffs (or equivalent to), Side zippers for access to equipment, Pit zips for ventilation and easy emblem application, Two outside pockets with side hand warmer openings, Two inside pockets fully accessible with liner, Liner has additional pocket, Detachable epaulets, Sizes will vary from M-XXL Colors- Navy, Black
Q	**OVERALLS**	Duck Bib 100% Cotton, Large bib pocket and pencil division in front, Handy double rule pocket and hammer loop, Reinforced back pockets, Crossover high back, Triple stitching and bartacks, Sizes will vary from M- XXL
R	**DUTY BOOT**	8" Men's Waterproof ETC Safety Toe Zipper Boot (or equivalent to), Lace to toe military styling, Steel toe bootmeets ANSI Z41 PT99 M1/75 C/75 and ASTM F2413-05 standards, Side Zipper, Leather/Cordura nylon (or equivalent to), Walotex membrane (or equivalent to), Steel shank, Removable insole, Slip resistant vibram outsole (or equivalent to), Sizes will vary: Men 8-12 and Women 6-9

01. *Precinct No. 1*

A.	Patches, Emblems, Embroidery		$
B.	Shirts	S-X Large	$
		2XLG-3XLG	$
C.	Long Sleeve Twill	S-X Large	$
		2XLG-3XLG	$
D.	Short Sleeve Twill	S-X Large	$
		2XLG-3XLG	$
E.	Heavy Duty Work Pant	Men 30-44	$
		Women 8-16	$

02. *Precinct No. 3*

A.	Long Sleeve Twill	S-X Large	$
		2XLG-3XLG	$

03. *Elections Department*

A.	Shirts with pockets (long and short sleeves)	S-X Large	$
		2XLG-3XLG	$
B.	Sport Polo Shirt (short sleeve)	S-X Large	$
		2XLG-3XLG	$

04. *IT Department*

A.	Shirts with pockets (long and short sleeves)	Small- X Large	$
		2XLarge	$
B.	Sport Polo Shirt (short sleeve)	Small- X Large	$
		2XLarge	$

05 *Safety Department*

A.	Long Sleeve Twill	Small- X Large	$
		2XLarge	$
B.	Short Sleeve Twill	Small- X Large	$
		2XLarge	$
C.	Sport Shirt Polo	Small- X Large	$
		2XLarge	$
D.	Tactical Pants	Men 30-46	$
E.	Caps		$

6. *Constable Precinct No. 3*

A.	Raincoat	S-X-Large	$
		2XLg-6XLg	$
B.	Trouser Belt	Sizes 28-50 waist	$
C.	Tie		$
D.	Tactical Uniform Shirt	Small-X Large	$
		2XL-6XL	$
E.	Pants	Small-X Large	$
		2XL-6XL	$
F.	Caps	Small-X	$
		2X Large	$
G.	T-Shirts	Small-X Large	$
		2XL-6XL	$
H.	Name Strips		$
I.	Red Shoulder Cords		$
J.	Uniform Patches		$
K.	Dress Gloves	S-X LG	$
L.	Replacement Buttons for Shirts		$
M.	Rain Covers for Hats		$
N.	Cowboy Hats (See Specifications)	6 ¾ & up	$
O.	Shirts Men's	Small-X LG	$
		2XL-3XLG	$
	Women's	Small-X LG	$
		2XL-3XLG	$
P.	Miscellaneous Caps		$
Q.	Shirts	Small-X LG	$
		2XL-3XLG	$
R.	Twill Long Sleeve Shirt	Small-X-LG	$
S.	Polo Shirt	Small-X-LG	$
T.	Traditional Work Coat	Small-X-LG	$

07. ***Juvenile Justice Center***
(Boot Camp, Star "Specialize Treatment & Rehabilitation Project", Detention)

A.	BDU Trousers	Sizes XS-XL	$
B.	Swat Boots	(Men) 9-10 ½ W	$
		(Women) 7-9	$
C.	Running Shoes	7 ½- 11	$
D.	Heavy Duty Canvas **Step Ins Deck Style Shoes**	(Men) 9-10 ½ W	$
		(Women) 7-9	$
E.	Belts	Small- X Large	$
F.	Youth T-Shirts	Small- X Large	$
G.	Youth Shorts	Small- X Large	$
H.	Staff T-Shirts Small- X Large	2XLarge	$
I.	Staff Shorts Small- X Large	2XLarge	$
J.	Reg. Length Walking Shorts Men	S-XLG	$
		XXL-4XL	$
	Women	S-XLG	$
		XXL-4XL	$
K.	Windbreaker Jackets Small-X Large (M & F)	Sm-X Lg	$
		2XLarge	
L.	V-Neck Shirts Small- X Large	2XLarge-	$
		4XLG	$
M.	T-Shirts Crew Neck	SM, Med, LG	$
N.	Sweat Ash Gray Top	SM, Med, LG	$
O.	Sweat Ash Gray Bottom	SM Med, LG	$
P.	Sweatshirts	S-X LG	$
		2X LG	$
Q.	Sweatpants	S-X LG	$
		2XLG	$
R.	Sport Bras Small-X Large	2XLG	$
S.	Women's Panties	Sizes 5-10	$
T.	Men's Briefs	Small-X LG	$
U.	Boxer Briefs	SM-M-LG	
V.	Tube Socks	Small-LG	$
W.	Crew Socks		$
X.	Disposable shirts & trousers	Med, LG	$
		XXL	$
Y.	Cooking Hats	Med, LG	$

08. ***Fire Marshal***

A.	Long Sleeve Twill	Med X LG	$
		2XLG	$
B.	Short Sleeve Twill	Med X LG	$
		2XLG	$
C.	Sport Shirt Polo	Med X LG	$
		2XLG	$
D.	Duty Polo	Med X LG	$
		2XLG	$
E.	T-Shirts	Med X LG	$
		2XLG	$
F.	Sweatshirts	M-X LG	$
		2XLarge	$
G.	Structural Boots	(Men) 8-12	$
		(Women) 6-9	$
H.	Caps		$
I.	Class A Shirt	M-X LG	$
		2XLarge	$
J.	Tactical Pant	Men 30-44	$
		Women 8-16	$
K.	Heavy Duty Work Pant	Men 30-44	$
		Women 8-16	$
L.	Class A Trouser	Men 30-44	$
		Women 8-16	$
M.	Tactical Trouser	Men 30-44	$
		Women 8-16	$
N.	Windbreaker	M-X LG	$
		2XLarge	$
O.	Raincoat	M-X LG	$
		2XLarge	$
P.	Duty Jacket	M-X LG	$
		2XLarge	$
Q.	Overalls	M-X LG	$
		2XLarge	$
R.	Duty Boot	Men 8-12	$
		Women 6-9	$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
	GARAGE LIABILITY			
	EXCESS LIABILITY			
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	OTHER			

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "C"

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

Revised 3v25v2007

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.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
BID PAGE

FINAL REVISED #3 -EXHIBIT "B"
HIDALGO COUNTY- Addendum 3
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

01. ***Precinct No. 1***

A.	Patches, Emblems, Embroidery		$ 5.50
B.	Shirts EDWARDS 1077	S-X Large	$ 16.95
		2XLG-3XLG	$ 17.95
C.	Long Sleeve Twill CHESTNUT S600T	S-X Large	$ 23.90
		2XLG-3XLG	$ 27.99
D.	Short Sleeve Twill CHESTNUT S500T	S-X Large	$ 23.90
		2XLG-3XLG	$ 27.99
E.	Heavy Duty Work Pant DICKIE 874	Men 30-44	$ 13.45
		Women 8-16	$ 13.45

02. ***Precinct No. 3***

A.	Long Sleeve Twill CHESTNUT S600T	S-X Large	$ 23.90
		2XLG-3XLG	$ 25.99

03. ***Elections Department***

A.	Shirts with pockets (long and short sleeves) EDWARDS 1230/1280	S-X Large	$ 16.95
		2XLG-3XLG	$ 18.95
B.	Sport Polo Shirt (short sleeve) BRODER BROTHERS 3800	S-X Large	$ 10.85
		2XLG-3XLG	$ 13.00
C	Jackets Liberty 560	S-X Large	$ 16.95
		2XLG-3XLG	$ 18.31
D	Logo Patch PREMIER		$ 1.90

04. ***IT Department***

A.	Shirts with pockets (long and short sleeves) EDWARDS 1230/1280	Small- X Large	$ 16.35
		2XLarge	$ 18.62
B.	Sport Polo Shirt (short sleeve) BRODER BROTHERS 3800	Small- X Large	$ 8.89
		2XLarge	$ 11.01

OPENED
9:5[illegible]am
3/31/2010
Witnessed

05 *Safety Department*

A.	Long Sleeve Twill CHESTNUT S600T	Small- X Large 2XLarge	$ 24.99 $ 27.99
B.	Short Sleeve Twill CHESTNUT S500T	Small- X Large 2XLarge	$ 24.99 $ 27.99
C.	Sport Shirt Polo BRODER BROTHERS 3800NV	Small- X Large 2XLarge	$ 8.89 $ 11.01
D.	Tactical Pants 5.11 74251	Men 30-46	$ 27.00
E.	Caps BRODER BROTHERS 6363V		$ 6.50

6. *Constable Precinct No. 3*

A.	Raincoat LIBERTY 580MYE	S-X-Large 2XLg-6XLg	$ 14.95 $ 16.95
B.	Trouser Belt DUTYMAN 1611PL	Sizes 28-50 waist	$ 12.90
C.	Tie SAM BROOME 90010		$ 3.20
D.	Tactical Uniform Shirt ATLANTICO 1384	Small-X Large 2XL-6XL	$ 19.90 $ 21.90
E.	Pants ATLANTICO 1343	Small-X Large 2XL-6XL	$ 19.90 $ 21.90
F.	Caps ROTHCO 9481	Small-X 2X Large	$ 4.80 $ 4.80
G.	T-Shirts ROTHCO 7848	Small-X Large 2XL-6XL	$ 4.40 $ 5.40
H.	Name Strips JC BOWLING		$ 2.50
I.	Red Shoulder Cords PREMIER P6010		$ 7.95
J.	Uniform Patches PREMIER		$ 1.90
K.	Dress Gloves PREMIER P7005	S-X LG	$ 3.00
L.	Replacement Buttons for Shirts PREMIER P5309		$ .79¢
M.	Rain Covers for Hats PREMIER P9002		$ 3.50
N.	Cowboy Hats (See Specifications)	6 ¾ & up	$ NO BID
O.	Shirts EDWARDS 1077 Men's 5077 Women's	Small-X LG 2XL-3XLG Small-X LG 2XL-3XLG	$ 10.95 $ 12.95 $ 10.95 $ 12.95
P.	Miscellaneous Caps ALPHA BX010		$ 7.50
Q.	Shirts UNER ARMOR 5384	Small-X LG 2XL-3XLG	$ 13.50 $ 13.50
R.	Twill Long Sleeve Shirt CHESTNUT S600T	Small-X-LG	$ 26.49
S.	Polo Shirt BRODER BROTHERS 3800	Small-X-LG	$ 12:50
T.	Traditional Work Coat DICKIE 77-239	Small-X-LG	$ 31.00

OPENED
9:5 Mam
3/31/2010
Witnessed

07. ***Juvenile Justice Center***

(Boot Camp, Star "Specialize Treatment & Rehabilitation Project", Detention)

A.	BDU Trousers PROPPER F520112412	X-Small – X-LG	$ 16.60
B.	BDU Shirt PROPPER F524212412	X-Small-X-LG 2XLG-4XLG	$ 16.60 $ 16.60
C.	Swat Boots SWAT 1150/1150F	Womens 6-9 Mens 7-10 1/2 w	$ 48.50 48.50
D.	Running Shoes	Womens 6-9 Mens 7½-11	$ 49.00 $ 49.00
E.	Hats	Small-X-LG	$ 77.50
F.	Caps	Small-X-LG	$ 4.79
G.	Shoes Deck Style	Womens 5-9 Men 5-13	$ NO BID $
H.	Heavy Duty Canvas Shoes	Womens 5-9 Mens 7 ½ -11	$ NO BID $
I.	Belts ROTHCO 4174	Small- XLG	$ 2.50
J.	Youth T-Shirts BRODER BROTHERS 29B	Med X LG 2XLG	$ 5.75 $ 6.75
K.	Youth Shorts	Med X LG 2XLG	$ $ NO BID
L.	Fleece Sweat shorts	Med X LG 2XLG	$ $ NO BID
M.	Staff T-Shirts BRODER BROTHERS 29M	Med X LG 2XLG	$ 5.75 $ 6.75
N.	Staff Shorts	Med X LG 2XLG	$ 6.56 $ 7.56
O.	REG Walking shorts	Med X LG 2XLG	$ $ NO BID
P.	Windbreaker Jackets LIBERTY 560	Med X LG 2XLG 4XLG	$ 15.00 $ 16.00
Q.	V-Neck shirts ALPHA 2456/652	Med X LG 2XLG	$ 6.07 $
R.	T-Shirt Crew Neck BRODER BROTHERS 363M	Med X LG 2XLG	$ 2.29 $ 3.29
S.	Walking Shorts (Triple Stitch)	Med X LG 2XLG	$ $ NO BID
T.	Sweat Ash Top BRODER BROTHERS 4662M	sm- med- lg	$ 6.50
U.	Sweat Ash Bottom BRODER BROTHERS 4850MP	sm- med- lg	$ 9:30
V.	Sweatshirts ~~BRODER BROTHERS 4662M~~	sm- med- lg	$ 7.50

OPENED
9:30am
3/31/2010
Witnessed

W.	Sweatpants BRODER BROTHERS 4850MP	Med X LG 2XLG	$ 9.60 $ 12.35
X.	Sport Bras BRODER BROTHERS 699S	Small-XX-LG	$ 15.90
Y.	Women's Panties BRODER BROTHERS B491	5-10	$ 3.90
Z	Men's Briefs UNDER ARMOR 1000667	Small- XLG	$ 12.00
aa	Boxer Briefs	Youth S-XLG	$ NO BID
bb	Tube Socks	Small-LG	$ 1.90
cc	Crew Socks	Small-LG	$ 6.95
dd	Ankle Socks	Small-LG	$ 7.95
ee	Disposable Shirts & Trousers	sm- med- lg	$ NO BID
ff	Cooking Hats	sm- med- lg	$ NO BID
gg	Shower Shoes	sm- med- lg-xlg	$ NO BID
hh	Cook Whites-Top RED KAP 5020WH	Small-X-LG	$ 5.50
ii	Cook Whites-Bottom RED KAP 2020WH	Small-X-LG	$ 9.30
JJ	Work Shirts DICKIE LS508	Womens S-XL Mens S-XXI	$ 8.50 $ 8.50
kk	Work Pants DICKIE 874	Womens S-XL Mens S-XXI	$ 14.45 $ 14.45

08. ***Fire Marshal***

A.	Long Sleeve Class A FECHHEMIER 45W6900	Med X LG 2XLG-3XLG	$ 39.80 $ 47.76
	Short Sleeve Class A FECHHEMIER 95R6900	Med X LG 2XLG-3XLG	$ 34.10 $ 40.92
B.	Performance Polo Shirt UNITED UNIFORM 571	Med X LG 2XLG-3XLG	$ 32.00 $ 36.94
C	Ufx Performance Tactical Polo's 5.11 71182	Med X LG 2XLG-3XLG	$ 19.95 $ 21.00
D	Sweatshirt BRODER BROTHERS 4662M	Med X LG 2XLG-3XLG	$ 7.39 $ 9.91
E	Sweatshirt CHESTNUT C874 100% Poly Cap	Med X LG 2XLG-3XLG	$ 6.99 $
F	Tactical Taclite Pro Pant 5.11 74273	M-X LG 2XLG-4 XLG	$ 27.96 $ 28.96
G	Tactical 5 In 1 Jacket 5.11 48017	M-X LG 2XLG-4 XLG	$ 130.00 $ 131.00
H	Tactical Packable Jacket (Plain) 5.11 48035	M-X LG 2XLG-4 XLG	$ 15.95 $ 16.95
I	Tactical Uniform Boot BATES 2272	(Men) 9-12	$ 86.50
J	Leather Fire Fighting Boot THOROGOOD 804-6391	(Men) 9-12	$ 205.95
K	Fire Protective Clothing, Pants And Coat	M-X LG 2XLG-4 XLG	$ NO BID $

OPENED
9:57am
3/31/2010
Witnessed

FINAL REVISED #3 -EXHIBIT "B"
HIDALGO COUNTY- Addendum 3
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

L	Tactical Holster Shirt	Med X LG 2XLG-3XLG	$ 28.00 $ 29.00
M	Tactical Operator Belt		$ 17.95
N	Tactical B Class Uniform Pants - Men's, Poly-Rayon	various sizes	$ 37.50

BIDDER/COMPANY NAME: UNIFORMS OF TEXAS

ADDRESS: 6601 MONTANA AVE SUITE B&C

CITY/STATE/ZIP: EL PASO TEXAS 79925

PHONE NO/FAX NO: 915-771-6601 915-843-6601

E-MAIL ADDRESS: uniformsoftexas@yahoo.com

AUTHORIZED SIGNATURE:

TITLE: OWNER

OPENED
9:57am
3/31/2010
Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/24/10

PRODUCER
BACA INSURANCE
VICTOR BACA
5539 N MESA SUITE A
EL PASO, TX 79912
PHONE: 915 231 9969

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
HECTOR AYALA
DBA UNIFORMS OF TEXAS
6601 MONTANA AVE
EL PASO, TX 79925

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SAFECO INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	01CH35449340	02/06/2010	02/06/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	04CC22017320	11/15/2009	11/15/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE	$ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	04WC50632820	11/14/09	11/14/10	✓ 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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER K

HIDALGO COUNTY
2812 S HIGHWAY BUSINESS #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

© ACORD CORPORATION 1988

AI-20977 **22.E.2.**

Purchase of Uniforms and/or Accessories

CC REGULAR

Date: 05/25/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Co. Wide

---

Information

CAPTION

Recommending award of bid and approval of contract to bidder meeting all specifications and/or requirements as attached hereto for "Hidalgo County-Purchase of Uniforms and/or Accessories on an "As Needed Basis" Bid No.: 2010-010-05-04-MEG

BACKGROUND

Contract Documents have been reviewed and approved as to form by legal counsel.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-414-00-130-001-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
$0.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-50-115-059-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
$1,284.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-32-330-001-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
$6,244.29 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-60-330-002-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
$6,003.52 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1286-423-00-330-004-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
$1,000.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1295-423-00-330-028-0-605

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

BUDGETARY IMPACT:

$12.45 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-005-0-605

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

BUDGETARY IMPACT:

$638.07 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-001-0-605

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

BUDGETARY IMPACT:

$0.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-422-10-300-001-0-605

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

BUDGETARY IMPACT:

$1,715.81 available balance as of 05/20/10. Purchases on an as needed basis only.

Attachments

Link: Memos of Recommendations

Link: Contract Document-C-10-010-05-25

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/19/2010 10:33 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/20/2010 10:22 AM	APRV
3	Auditor's Office		05/21/2010 04:49 PM	NEW

Form Started By: Elena Gomez Started On: 04/28/2010 08:39 AM

Final Approval Date: 05/21/2010

A. Hidalgo County

1. no action **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:
no action
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
no action
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. **AI-21275** Recommending award of bid and approval of contract document to sole bidder (Valley Bottle Water, LLC)meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Bottled Water Products & Services" Bid No.: 2010-005-04-07-SMA
approved

5. **AI-21274** Safety Division & Human Resources:
Presentation of bids received for the purpose of award and approval of contract document to the vendor meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Drug and Alcohol Testing for Hidalgo County Employees" Bid No.: 2010-170-05-05-SMA
approved

6. **AI-21219** a. Recommending action to reject bid received for: Hidalgo County- "Purchase, Removal & Related Services for Shredded & Recyclable Materials" 2010-128 so as restructure the specifications, terms and conditions of this pilot project;
approved

b. Authority to re-advertise and approval of modified procurement packet for Hidalgo County- "Purchase, Removal & Related Services for Shredded & Recyclable Materials" 2010-216-MEG
approved

7. **AI-21293** Ratification of publication of first advertisement (due to time constraints) with authority to continue with second advertisement and approval of procurement packet (i.e. draft qualifications, scope of services, requirements, legal notices, draft , etc.) as attached hereto for: Pathologist to Provide Turnkey Autopsy & Related Services through-RFQ No. 2010-002-06-30-otm
approved

8. **AI-21265** a. Presentation for discussion, consideration and applicable action to negotiate for the purposes of engaging the services of a consultant for provision of disaster recovery services through Hidalgo County's membership/participation-H-GAC's newly awarded RFP No:EN10-06/Contract for consulting services for Disaster Management and Disaster Recovery Services with Beck Recovery Inc., (scored highest by H-GAC Staff based on RFP criteria for evaluation among submitted responses)-Term-effective June 1, 2010 thru May 31,2013; and,
approved

b. Requesting approval for Hidalgo County to exercise its' sole discretion/option to renew/extend for an additional one (1) year under the same rates, terms and conditions of current awarded pre-positioned contract(s) for Emergency Debris Management & Related Services with:
approved
1. Primary Vendor-Phillips & Jordan, Inc.(C-09-003-07-21);
2. Secondary Vendor-DRC Environmental(C-09-003A-07-21); and,
3. Tertiary Vendor-Ceres Environmental Services,Inc.(C-09-003B-07-21)

9. **AI-21127** Acceptance and approval of request for payment for Invoice No. 0903786 submitted by
approved

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
3-1100-412-00-002-001-0-605	93RD DC-CLOTHING & UNIFORMS	385.00	385.00	.00	.00	385.00	.00
002 93RD DISTRICT COURT		**385.00**	**385.00**	**0**	**.00**	**385.00**	**.00**
3-1100-412-00-003-001-0-605	139TH DC-CLOTHING AND UNIFORMS	200.00	200.00	.00	.00	200.00	.00
003 139TH DISTRICT COURT		**200.00**	**200.00**	**0**	**.00**	**200.00**	**.00**
3-1100-412-00-006-001-0-605	332ND DC-CLOTHING & UNIFORMS	450.00	450.00	.00	.00	450.00	.00
006 332ND DISTRICT COURT		**450.00**	**450.00**	**0**	**.00**	**450.00**	**.00**
3-1100-412-00-032-001-0-605	MASTER CRT II-CLOTHING & UNIFORMS	250.00	250.00	.00	.00	250.00	.00
032 MASTER COURT 2		**250.00**	**250.00**	**0**	**.00**	**250.00**	**.00**
3-1100-412-00-068-001-0-605	JP PCT 4/PL 2-CLOTHING & UNIFORMS	500.00	500.00	.00	.00	500.00	.00
068 JUSTICE OF THE PEACE, PCT 4, PL 2		**500.00**	**500.00**	**0**	**.00**	**500.00**	**.00**
3-1100-415-50-190-002-0-605	HUMAN RESOURCES-CLOTHING & UNIFORMS	110.00	110.00	.00	.00	110.00	.00
190 HUMAN RESOURCES/CIVIL SERVICE		**110.00**	**110.00**	**0**	**.00**	**110.00**	**.00**
3-1100-419-40-220-001-0-605	FACILITIES MGMT-CLOTHING & UNIFORMS	4,000.00	4,000.00	106.22	.00	3,893.78	2.66
220 FACILITIES MANAGEMENT		**4,000.00**	**4,000.00**	**106.22**	**.00**	**3,893.78**	**2.66**
3-1100-419-50-125-003-0-605	SAFETY-CLOTHING & UNIFORMS	500.00	500.00	.00	.00	500.00	.00
125 EXECUTIVE OFFICE		**500.00**	**500.00**	**0**	**.00**	**500.00**	**.00**
3-1100-421-00-280-001-0-605	SHERIFF-CLOTHING & UNIFORMS	72,000.00	72,000.00	2,958.20	4,267.11	64,774.69	10.04
280 SHERIFF		**72,000.00**	**72,000.00**	**2958.2**	**4,267.11**	**64,774.69**	**10.04**
3-1100-421-00-291-001-0-605	CONSTABLE PCT.1-CLOTHING & UNIFORMS	5,000.00	6,000.00	941.45	.00	5,058.55	15.69
291 CONSTABLE, PRECINCT 1		**5,000.00**	**6,000.00**	**941.45**	**.00**	**5,058.55**	**15.69**
3-1100-421-00-292-001-0-605	CONSTABLE PCT.2-CLOTHING & UNIFORMS	3,000.00	11,500.00	6,696.00	.00	4,804.00	58.23
292 CONSTABLE, PRECINCT 2		**3,000.00**	**11,500.00**	**6696**	**.00**	**4,804.00**	**58.23**
3-1100-421-00-293-001-0-605	CONSTABLE PCT.3-CLOTHING & UNIFORMS	6,000.00	2,928.00	106.00	.00	2,822.00	3.62
293 CONSTABLE, PRECINCT 3		**6,000.00**	**2,928.00**	**106**	**.00**	**2,822.00**	**3.62**
3-1100-421-00-294-001-0-605	CONSTABLE PCT.4-CLOTHING & UNIFORMS	5,000.00	2,903.35	514.00	628.50	1,760.85	39.35
294 CONSTABLE, PRECINCT 4		**5,000.00**	**2,903.35**	**514**	**628.50**	**1,760.85**	**39.35**
3-1100-422-10-300-001-0-605	FIRE MARSHAL-CLOTHING & UNIFORMS	3,000.00	6,250.00	4,206.44	.00	2,043.56	67.30
300 FIRE MARSHAL		**3,000.00**	**6,250.00**	**4206.44**	**.00**	**2,043.56**	**67.30**
3-1100-423-21-280-002-0-605	JAIL-CLOTHING & UNIFORMS	125,000.00	110,000.00	31,962.88	9,307.63	68,729.49	37.52
280 SHERIFF		**125,000.00**	**110,000.00**	**31962.88**	**9,307.63**	**68,729.49**	**37.52**
3-1100-423-32-330-001-0-605	JUV DET HM-CLOTHING & UNIFORMS	12,000.00	12,000.00	3,830.62	926.98	7,242.40	39.65

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
330 JUVENILE PROBATION		**12,000.00**	**12,000.00**	**3830.62**	**926.98**	**7,242.40**	**39.65**
3-1100-423-60-330-002-0-605	JUV PROB-CLOTHING & UNIFORMS	2,500.00	2,500.00	.00	.00	2,500.00	.00
330 JUVENILE PROBATION		**2,500.00**	**2,500.00**	**0**	**.00**	**2,500.00**	**.00**
3-1100-429-00-110-075-0-605	EMERGENCY MGMT-CLOTHING & UNIFORMS	3,000.00	3,000.00	.00	.00	3,000.00	.00
110 COUNTY JUDGE		**3,000.00**	**3,000.00**	**0**	**.00**	**3,000.00**	**.00**
3-1100-432-00-121-001-0-605	PCT1 SANITATION-CLOTHING & UNIFORMS	750.00	750.00	.00	.00	750.00	.00
121 COMMISSIONER, PRECINCT 1		**750.00**	**750.00**	**0**	**.00**	**750.00**	**.00**
3-1100-432-00-122-001-0-605	PCT2 SANITATION-CLOTHING & UNIFORMS	2,000.00	2,000.00	.00	112.79	1,887.21	5.64
122 COMMISSIONER, PRECINCT 2		**2,000.00**	**2,000.00**	**0**	**112.79**	**1,887.21**	**5.64**
3-1100-432-00-123-001-0-605	PCT3 SANITATION-CLOTHING & UNIFORMS	5,500.00	5,500.00	4,603.83	35.98	860.19	84.36
123 COMMISSIONER, PRECINCT 3		**5,500.00**	**5,500.00**	**4603.83**	**35.98**	**860.19**	**84.36**
3-1100-432-00-124-001-0-605	PCT4 SANITATION-CLOTHING & UNIFORMS	2,000.00	.00	.00	.00	.00	.00
124 COMMISSIONER, PRECINCT 4		**2,000.00**	**.00**	**0**	**.00**	**.00**	**.00**
3-1100-441-00-340-001-0-605	HEALTH ADM-CLOTHING & UNIFORMS	3,000.00	3,000.00	138.39	138.39	2,723.22	9.23
340 HEALTH		**3,000.00**	**3,000.00**	**138.39**	**138.39**	**2,723.22**	**9.23**
3-1100-444-00-360-001-0-605	CHILD WELFARE-CLOTHING & UNIFORMS	1,000.00	1,000.00	.00	.00	1,000.00	.00
360 CHILD WELFARE		**1,000.00**	**1,000.00**	**0**	**.00**	**1,000.00**	**.00**
3-1100-452-00-121-013-0-605	PCT1 PARKS-CLOTHING & UNIFORMS	1,000.00	1,000.00	.00	.00	1,000.00	.00
121 COMMISSIONER, PRECINCT 1		**1,000.00**	**1,000.00**	**0**	**.00**	**1,000.00**	**.00**
3-1100-452-00-122-008-0-605	PCT2 PARKS-CLOTHING & UNIFORMS	600.00	600.00	.00	.00	600.00	.00
122 COMMISSIONER, PRECINCT 2		**600.00**	**600.00**	**0**	**.00**	**600.00**	**.00**
3-1100-452-00-123-008-0-605	PCT3 PARKS-CLOTHING & UNIFORMS	2,500.00	2,500.00	269.92	6.97	2,223.11	11.08
123 COMMISSIONER, PRECINCT 3		**2,500.00**	**2,500.00**	**269.92**	**6.97**	**2,223.11**	**11.08**
3-1100-452-00-124-009-0-605	PCT4 PARKS-CLOTHING & UNIFORMS	2,000.00	2,000.00	.00	.00	2,000.00	.00
124 COMMISSIONER, PRECINCT 4		**2,000.00**	**2,000.00**	**0**	**.00**	**2,000.00**	**.00**
3-1100-466-00-121-050-0-605	PCT1 CRC-CLOTHING & UNIFORMS	150.00	150.00	.00	.00	150.00	.00
121 COMMISSIONER, PRECINCT 1		**150.00**	**150.00**	**0**	**.00**	**150.00**	**.00**
1100 GENERAL FUND		**263,395.00**	**253,976.35**	**56,333.95**	**15,424.35**	**182,218.05**	**28.25**
1200 ROAD AND BRIDGE							
3-1200-431-00-121-005-0-605	PCT1 RD MAINT-CLOTHING & UNIFORMS	4,000.00	4,000.00	.00	.00	4,000.00	.00
121 COMMISSIONER, PRECINCT 1		**4,000.00**	**4,000.00**	**0**	**.00**	**4,000.00**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1200 ROAD AND BRIDGE							
3-1200-431-00-122-004-0-605	CW MECH SHOP-CLOTHING & UNIFORMS	50.00	50.00	.00	.00	50.00	.00
3-1200-431-00-122-006-0-605	PCT2 RD MAINT-CLOTHING & UNIFORMS	222.56	522.56	236.85	.00	285.71	45.32
122 COMMISSIONER, PRECINCT 2		**272.56**	**572.56**	**236.85**	**.00**	**335.71**	**41.37**
3-1200-431-00-123-005-0-605	PCT3 RD MAINT-CLOTHING & UNIFORMS	12,500.00	12,500.00	543.02	741.66	11,215.32	10.28
123 COMMISSIONER, PRECINCT 3		**12,500.00**	**12,500.00**	**543.02**	**741.66**	**11,215.32**	**10.28**
3-1200-431-00-124-005-0-605	PCT4 ADM-CLOTHING & UNIFORMS	100.00	.00	.00	.00	.00	.00
3-1200-431-00-124-007-0-605	PCT4 RD MAINT-CLOTHING & UNIFORMS	12,000.00	1,287.00	.00	.00	1,287.00	.00
124 COMMISSIONER, PRECINCT 4		**12,100.00**	**1,287.00**	**0**	**.00**	**1,287.00**	**.00**
1200 ROAD AND BRIDGE		**28,872.56**	**18,359.56**	**779.87**	**741.66**	**16,838.03**	**8.29**
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST							
3-1254-412-00-270-014-0-605	HIDTA US JUSTICE-CLOTHING & UNIFORMS	.00	46.00	46.00	.00	.00	100.00
270 HIDTA		**.00**	**46.00**	**46**	**.00**	**.00**	**100.00**
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST		**.00**	**46.00**	**46.00**	**.00**	**.00**	**100.00**
1287 DESIGNATED PURPOSE GRANTS LVL 7							
3-1287-461-20-380-002-3-605	TEXAS CITRUS MUTUAL-CLOTHING & UNIFORMS	.00	309.90	.00	279.95	29.95	90.34
380 TEXAS AGRILIFE EXTENSION		**.00**	**309.90**	**0**	**279.95**	**29.95**	**90.34**
1287 DESIGNATED PURPOSE GRANTS LVL 7		**.00**	**309.90**	**.00**	**279.95**	**29.95**	**90.34**
1292 WIC							
3-1292-441-00-350-014-3-605	WIC OBESITY PREV-UNIFORMS	.00	715.00	.00	294.77	420.23	41.23
350 WIC PROGRAM		**.00**	**715.00**	**0**	**294.77**	**420.23**	**41.23**
1292 WIC		**.00**	**715.00**	**.00**	**294.77**	**420.23**	**41.23**
1294 JUVENILE PROBATION							
3-1294-423-00-330-010-3-605	TJPC-A-2013 - CLOTHING & UNIFORMS	.00	500.00	.00	.00	500.00	.00
330 JUVENILE PROBATION		**.00**	**500.00**	**0**	**.00**	**500.00**	**.00**
1294 JUVENILE PROBATION		**.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
3-1295-423-00-330-028-0-605	WESL B/C-CLOTHING & UNIFORMS	15,000.00	15,000.00	4,126.32	6,414.96	4,458.72	70.28
330 JUVENILE PROBATION		**15,000.00**	**15,000.00**	**4126.32**	**6,414.96**	**4,458.72**	**70.28**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**15,000.00**	**15,000.00**	**4,126.32**	**6,414.96**	**4,458.72**	**70.28**
3 YEAR 2013		**307,267.56**	**288,906.81**	**61,286.14**	**23,155.69**	**204,464.98**	**29.23**

AI-38283 **12. K.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into a 36-month new copier (capital) lease for a WC7530P copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Court at Law #2 through Requisition #230890 in the amount of $273.93/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-022-001-0-601/780

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

BUDGETARY IMPACT:

Req. 230890

Funds available to cover payments for the remaining of the year as of 4/25/2013.

(May to December 2013)

Attachments

Requisition

Quote

Web Price

Capital Log Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2013 11:09 AM
Budget & Management	Angela Garcia	04/25/2013 01:22 PM
Obdett Calzada	Obdett Calzada	04/25/2013 02:55 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Matilde Faz Started On: 04/17/2013 04:12 PM

Final Approval Date: 04/26/2013

Requisition

Req # 00230890

PO #

Date: 02/04/13

Consent # 38283 4/30/13

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 731892
DALLAS TX 75373-1892

Ship To: COUNTY COURT AT LAW #2
100 N. CLOSNER, 3RD FL
EDINBURG TX 78539

Contact: mbanning
956-318-2380

Contract No: SMARTBUY

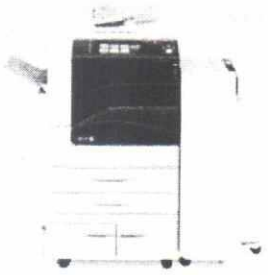
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COURT AT LAW #2 TPASS TERM CONTRACT 985-L2 SMARTBUY REQUISITION SMARTBUY PURCHASE ORDER DO NOT DUPLICATE ORDER		
8.00	MONTH	CO NEW 36 MONTHS XEROX WORKCENTRE 7530 ***AS PER CONTRACTOR'S QUOTE*** MONTHLY BASE $258.90 30 BLACK / WHITE PPM DIGITAL COPIER 30 COLOR PPM DIGITAL COPIER WORKCENTRE 7530 PRINTER WITH 2-520 SHEET TRAY, 100 SHEET BYPASS TRAY, EIP, DATA SECURITY, JOB BASED ACCOUNTING, POSTSCRIPT, FULL NETWORK SCANNING, SERVER FAX, I FAX, STD OUTPUT TRAY, LEFT SIDE TRAY, DADF, 35/30 PPM SPEED / NAMEPLATE KIT, 2 X 250 SHEET OCT. PRICE INCLUDES 5,000 B / W IMPRESSIONS ALL EXCESS B/W PRINTS AT $0.0084 EACH ALL COLOR IMPRESSIONS AT $0.0690 EACH	258.90	2,071.20
8.00	MONTH	CO NEW 36 MONTHS 1 Tray Module	8.13	65.04
8.00		CO 100 Color Copies @ $0.0690 MAY INCREASE OR DECREASE	6.90	55.20
		Account No	Encumbrance	
		3-1100-412-00-022-001-0-601	55.20	
		3-1100-412-00-022-001-0-780	2,136.24	
			Freight	.00
			Total	2,191.44
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

230890

XEROX 985-L2 TPASS STATE CATALOG CONTRANCT PRICIN



XEROX WORKCENTRE 7530P
30 black / white ppm digital copier
30 color ppm digital copier

WORKCENTRE **7530 Printer** with 2-520 Sheet Tray, 100 Sheet Bypass Tray, EIP, Data Security, Job Based Accounting, PostScript, **Full Netwo Scanning**, Server Fax, I Fax, STD Output Tray, Left Side Tray, DADF, 35/30 ppm speed/Nameplate Kit, 2 x 250 sheet OCT.

Price includes
5,000 B/W impressions
All excess B/W prints at $0.0084 each
All color impressions at $0.0690 each

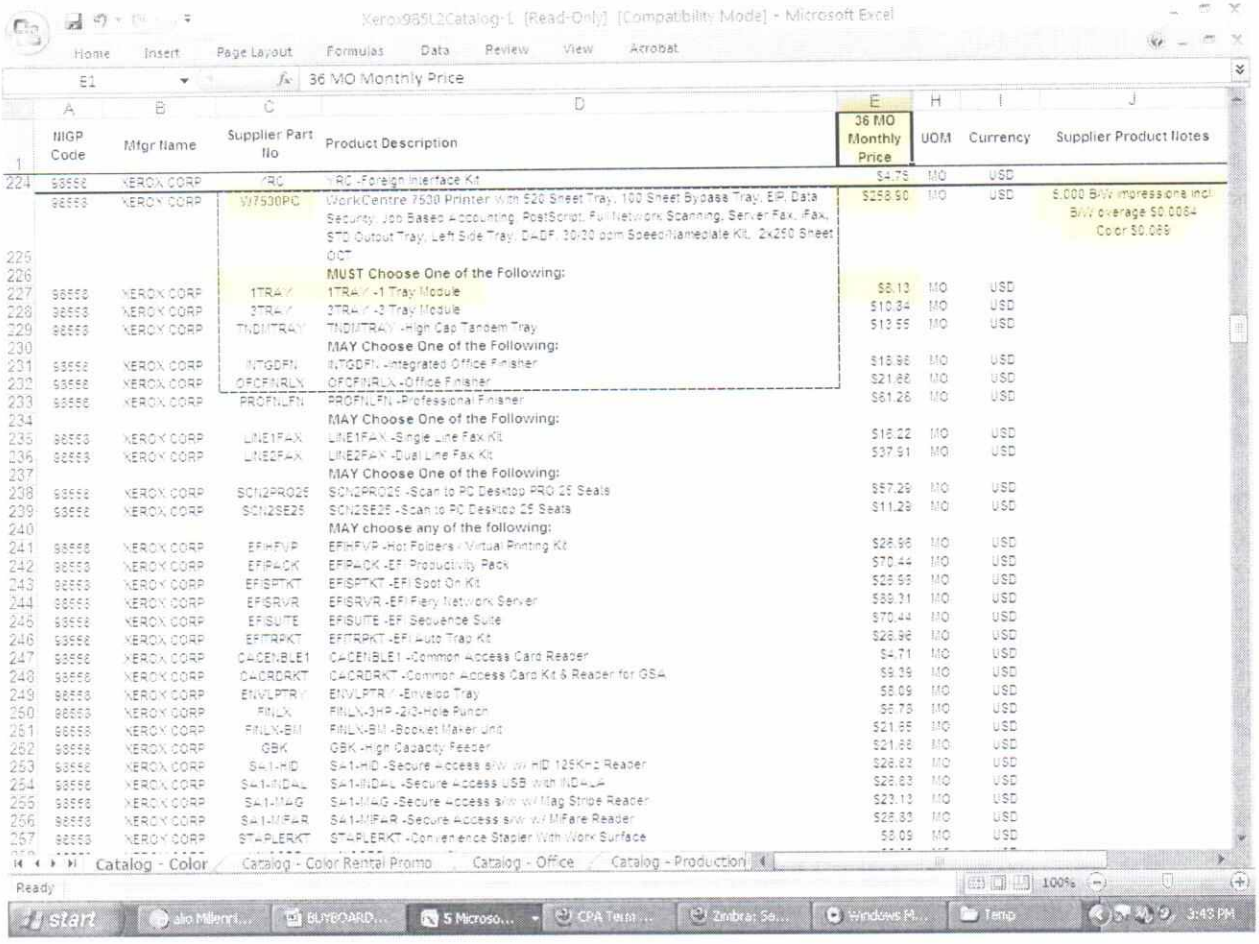
36 Month Lease

Monthly Base	**$ 258.90**
1 Tray Module	**$ 8.13**
100 Color copies @ 0.0690	**$ 6.90**
Monthly Total	**$ 273.93**

Cash Purchase Price $ 9,861.48

xerox

100 Mclaren
3rd Flr
Ed 18534
952-312-2380



	A	B	C	D	E	H	I	J
1	NIGP Code	Mfgr Name	Supplier Part No	Product Description	36 MO Monthly Price	UOM	Currency	Supplier Product Notes
224	96658	XEROX CORP	XRC	XRC -Foreign Interface Kit	$4.75	MO	USD	
	96658	XEROX CORP	W7530PC	WorkCentre 7530 Printer With 520 Sheet Tray, 100 Sheet Bypass Tray, EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, STD Output Tray, Left Side Tray, DADF, 30/30 ppm Speed/Nameplate Kit, 2x250 Sheet OCT	$258.90	MO	USD	6,000 B/W impressions incl. B/W overage $0.0084 Color $0.069
225								
226				MUST Choose One of the Following:				
227	96658	XEROX CORP	1TRAY	1TRAY -1 Tray Module	$8.13	MO	USD	
228	96658	XEROX CORP	3TRAY	3TRAY -3 Tray Module	$10.84	MO	USD	
229	96658	XEROX CORP	TNDMTRAY	TNDMTRAY -High Cap Tandem Tray	$13.55	MO	USD	
230				MAY Choose One of the Following:				
231	96658	XEROX CORP	INTGDFN	INTGDFN -Integrated Office Finisher	$18.98	MO	USD	
232	96658	XEROX CORP	OFCFNRLX	OFCFNRLX -Office Finisher	$21.68	MO	USD	
233	96658	XEROX CORP	PROFNLFN	PROFNLFN -Professional Finisher	$61.26	MO	USD	
234				MAY Choose One of the Following:				
235	96658	XEROX CORP	LINE1FAX	LINE1FAX -Single Line Fax Kit	$15.22	MO	USD	
236	96658	XEROX CORP	LINE2FAX	LINE2FAX -Dual Line Fax Kit	$37.91	MO	USD	
237				MAY Choose One of the Following:				
238	96658	XEROX CORP	SCN2PRO25	SCN2PRO25 -Scan to PC Desktop PRO 25 Seats	$57.29	MO	USD	
239	96658	XEROX CORP	SCN2SE25	SCN2SE25 -Scan to PC Desktop 25 Seats	$11.29	MO	USD	
240				MAY choose any of the following:				
241	96658	XEROX CORP	EFIHFVP	EFIHFVP -Hot Folders / Virtual Printing Kit	$28.96	MO	USD	
242	96658	XEROX CORP	EFIPACK	EFIPACK -EFI Productivity Pack	$70.44	MO	USD	
243	96658	XEROX CORP	EFISPTKT	EFISPTKT -EFI Spot On Kit	$25.93	MO	USD	
244	96658	XEROX CORP	EFISRVR	EFISRVR -EFI Fiery Network Server	$88.31	MO	USD	
245	96658	XEROX CORP	EFISUITE	EFISUITE -EFI Sequence Suite	$70.44	MO	USD	
246	96658	XEROX CORP	EFITRPKT	EFITRPKT -EFI Auto Trap Kit	$28.96	MO	USD	
247	96658	XEROX CORP	CACENBLE1	CACENBLE1 -Common Access Card Reader	$4.71	MO	USD	
248	96658	XEROX CORP	CACRDRKT	CACRDRKT -Common Access Card Kit & Reader for GSA	$9.39	MO	USD	
249	96658	XEROX CORP	ENVLPTRY	ENVLPTRY -Envelop Tray	$6.09	MO	USD	
250	96658	XEROX CORP	FINLX	FINLX-3HP-2/3-Hole Punch	$6.78	MO	USD	
251	96658	XEROX CORP	FINLX-BM	FINLX-BM -Booklet Maker Unit	$21.68	MO	USD	
252	96658	XEROX CORP	GBK	GBK -High Capacity Feeder	$21.68	MO	USD	
253	96658	XEROX CORP	SA1-HID	SA1-HID -Secure Access s/w w/ HID 125KHz Reader	$28.83	MO	USD	
254	96658	XEROX CORP	SA1-INDAL	SA1-INDAL -Secure Access USB with INDALA	$28.83	MO	USD	
255	96658	XEROX CORP	SA1-MAG	SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	$23.13	MO	USD	
256	96658	XEROX CORP	SA1-MFAR	SA1-MFAR -Secure Access s/w w/ MFare Reader	$28.83	MO	USD	
257	96658	XEROX CORP	STAPLERKT	STAPLERKT -Convenience Stapler With Work Surface	$8.09	MO	USD	

Capital Lease Versus Operating Lease Test
2013

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

								1	2	3a	3b	4a	4b	
CC Date	Dept. No.	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/29/2013	45	Auxiliary Court	228168	985-L2	1/29/2013	WC5745	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
1/29/2013	122	Hidalgo Co. Pct 2	229179	985-L2	1/29/2013	Canon IR-2525	$122.10	N	N	36	60	$4,395.60	$4,395.60	Capital Lease
2/26/2013	25	County Crt Law 5	230656	985-L2	2/26/2013	WC3550X	$93.48	N	N	36	60	$3,365.28	$3,365.28	Capital Lease
2/26/2013	170	Auditor Admin	229727	985-L2	2/26/2013	WC7530P	$291.43	N	N	36	60	$10,491.48	$10,491.48	Capital Lease
2/26/2013	170	Auditor Inter Audit	231055	985-L2	2/26/2013	WC5745P	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/4/2013	85	Public Defenders	231671	985-L2	3/4/2013	WC7120P	$233.38	N	N	36	60	$8,401.68	$8,401.68	Capital Lease
3/5/2013	170	AUDITOR	231447	985-L2	3/5/2013	WC5745PT	$178.63	N	N	36	60	$6,430.68	$6,430.68	Capital Lease
3/26/2013	350	WIC (28)	230709	985-L2	3/26/2013	iR1025N	$18.37	N	N	60	60	$1,102.20	$913.71	Capital Lease
3/26/2013	8	389th Dist. Court	230271	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	9	398th Dist. Court	231600	985-L2	3/26/2013	WC7120P	$244.59	N	N	36	60	$8,805.24	$8,805.24	Capital Lease
3/26/2013	6	332nd Dist. Court	231141	985-L2	3/26/2013	WC5845P	$172.09	N	N	36	60	$6,195.24	$6,195.24	Capital Lease
4/24/2013	260	Right of Way Dept	234582	985-L2	4/24/2013	WC7556	$495.77	N	N	36	60	$17,847.72	$17,847.72	Capital Lease
4/16/2013	122	Pct 2 Admin Dept	233802	985-L2	4/16/2013	IR-4025	$104.14	N	N	36	60	$3,749.04	$3,749.04	Capital Lease
4/30/2013		Child Protection Crt		985-L2	4/30/2013	WC5845P	$166.66	N	N	36	60	$5,999.76	$5,999.76	Capital Lease
4/30/2013	22	Court at Law 2	230890	985-L2	4/30/2013	WC7530P	$273.93	N	N	36	60	$9,861.48	$9,861.48	Capital Lease
												$0.00		

AI-38254 **12. L.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 2 in the amount of $113,364.22, from Jimmy Closner & Sons Construction Co., Inc., contracted vendor for Casa De Los Vecinos Subdivision (Pct. 3) as submitted by Javier Hinojosa Engineering project engineer (C-CAP-12-197-10-16.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1312-431-00-123-141-0-731/733

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

BUDGETARY IMPACT:

P.O.#685258

Attachments

Application for Payment No.2 Casa De Los Vecinos Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	04/16/2013 12:05 PM
Purchasing Department	Darlene Betancourt	04/17/2013 09:29 AM
Budget & Management	Angela Garcia	04/17/2013 11:20 AM
Olga Garza	Olga Garza	04/25/2013 03:55 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Marcie Jackson Started On: 04/16/2013 10:55 AM

Final Approval Date: 04/26/2013

APPLICATION FOR PAYMENT NO. 2

To: HIDALGO COUNTY (OWNER)
From: JIMMY CLOSNER & SONS CONSTRUCTION COMPANY, INC. (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR CASA DE LOS VECINOS SUBDIVISION
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR CASA DE LOS VECINOS SUBDIVISION
Owner's Contract No. C-CAP-12-197-10-16 Engineer's Project No.
For Work accomplished through the date of: March 28, 2013

1. Original Contract Price:		$392,013.75
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$392,013.75
4. Total completed and stored to date:		$246,050.25
5. Retainage (per Agreement):		
10% of completed Work:	$24,605.03	
_____ of stored material		
Total Retainage:		$24,605.03
6. Total completed and stored to date less retainage (4 minus 5)		$221,445.23
7. Less previous Application for Payments:		$108,081.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$113,364.22

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens (Suppliers)**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Report w/signed Wage Form**

REQ# 226919 P.O.# 685258
3-1312-431-00-123-141-0-731→$114,024.25
<-11,402.43>=$102,621.82

REQ# 226919 P.O.# 685258
3-1312-431-00-123-141-0-733→$11,936.00
<-1,193.60>=$10,742.40

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 3/28/13

JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.
(CONTRACTOR)

By: _____
ROBERT CLOSNER, PRESIDENT
P.O BOX 170
MERCEDES, TEXAS 78570

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 28TH day of MARCH, 2013.

Notary Public
My Commission expires: 10-22-2015

MARK MARROQUIN
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-22-2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 4/10/13

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
Javier Hinojosa, P.E.

INVOICE RECEIVED BY:
_____ ON 4/11/13
GOODS/SERVICES RECEIVED BY:
_____ ON 4/11/13

Exhibit E-C

Jimmy Closner & Sons Const., Co., In	Contractor Name
	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.	2
Application Date:	4/8/2013
Period To:	2/28/13 to 3/28/13
Engineer Firm	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C-1080-141	Casa De Los Vecinos	$ 392,013.75	$ -	$ 120,090.00	$ 125,960.25	$ -	$ 246,050.25	$ 145,963.50	$ 24,605.03	$ 221,445.22	$108,081.00	$ 113,364.22
	Subdivision											
		$ 392,013.75	$ -	$ 120,090.00	$ 125,960.25	$ -	$ 246,050.25	$ 145,963.50	$ 24,605.03	$ 221,445.22	$108,081.00	$ 113,364.22

Jimmy Closner & Sons Const. Co., Inc. — Contractor Name

Starting Date

Project Ending Date

CASA DE LOS VECINOS SUBDIVISION — Engineer's / County Project Description

Application No.: 2

Application Date: 4/8/2013

Period To: 2/28/13 to 3/28/13

Engineer's / County Project No.: C-CAP-12-197-10-16

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		ROADWAY																			
1	100	Preparig ROW	STA	$ 650.00	43.74	$ 28,431.00	$ -	0.00	$ -	0.00	0.00	$ -	43.74	43.74	$ 28,431.00			$ -	$ 28,431.00	0	$ -
2	110	Excavation (Roadway)	CY	$ 2.25	8664	$ 19,494.00	$ -	0.00	$ -	8000	8000.00	$ 18,000.00	664	8664	$ 1,494.00			$ -	$ 19,494.00	0	$ -
3	247	8" Flex Base (Comp in place) (TY E GR 4)	SY	$ 6.00	16764	$ 100,584.00	$ -	0.00	$ -	6000	6000.00	$ 36,000.00	10764	16764	$ 64,584.00			$ -	$ 100,584.00	0	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 4.25	3353	$ 14,250.25	$ -	0.00	$ -	0	0.00	$ -	3353	3353	$ 14,250.25			$ -	$ 14,250.25	0	$ -
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 8.10	14230	$ 115,263.00	$ -	0.00	$ -	0	0.00	$ -	0	0.00	$ -			$ -	$ -	14230	$ 115,263.00
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,200.00	4.0	$ 4,800.00	$ -	0.00	$ -	0.0	0.00	$ -	4	4.00	$ 4,800.00			$ -	$ 4,800.00	0	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-2)	SY	$ 15.50	30	$ 465.00	$ -	0.00	$ -	0	0.00	$ -	30	30.00	$ 465.00			$ -	$ 465.00	0	$ -
		Total Roadway				$ 283,287.25			$ -			$ 54,000.00			$ 114,024.25			$ -	$ 168,024.25		$ 115,263.00
		DRAINAGE																			
11	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 15.50	1031	$ 15,980.50	$ -	0.00	$ -	0	0.00	$ -	0	0	$ -			$ -	$ -	1031	$ 15,980.50
12	530	Driveway (Concrete 3000 PSI)	SY	$ 40.00	368	$ 14,720.00	$ -	0.00	$ -	0	0.00	$ -	0	0	$ -			$ -	$ -	368	$ 14,720.00
13	529	18" Concrete Curb & Gutter	LF	$ 6.80	8920	$ 60,656.00	$ -	0.00	$ -	7,800	7800.00	$ 53,040.00	1120	8,920	$ 7,616.00			$ -	$ 60,656.00	0	$ -
14	529	72" Valley Gutter	LF	$ 24.00	180	$ 4,320.00	$ -	0.00	$ -	0	0.00	$ -	180	180	$ 4,320.00			$ -	$ 4,320.00	0	$ -
15	464	Convert Grate Inlet To Curb Inlet	EA	$ 1,450.00	9	$ 13,050.00	$ -	0.00	$ -	9	9.00	$ 13,050.00	0	9	$ -			$ -	$ 13,050.00	0	$ -
		Total Drainage				$ 108,726.50			$ -			$ 66,090.00			$ 11,936.00			$ -	$ 78,026.00		$ 30,700.50
		GRAND TOTAL				$ 392,013.75						$ 120,090.00			$ 125,960.25				$ 246,050.25		$ 145,963.50

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

4/10/13
Date

Exhibit E-D

AI-38257 **12. M.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract, etc.) as attached hereto for: "Hidalgo County Sheriff's Office- Drug Test Collection Services" Bid No. 2013-077-MEG including the re-advertising of project in the event bids are received and project is still required.

BACKGROUND

1. Current Contract expires 08/21/13
2. New Contract to commence 08/22/13
3. Draft contract reviewed and approved as to form by legal counsel

Proposed scheduled
1st advertisement 05/04/13
2nd advertisement 05/11/13
Bid Opening 05/22/13

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Available funds as of 4/26/13.

Attachments

Draft Contract
Email from Legal
Exhibit A, Memo & Legal Notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/17/2013 09:29 AM
Budget & Management	Angela Garcia	04/17/2013 11:23 AM
Olga Garza	Olga Garza	04/26/2013 03:28 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Elena Gomez Started On: 04/16/2013 02:26 PM

Final Approval Date: 04/26/2013

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-077-00-00

THIS CONTRACT is made and entered into this _____day of _____, **2013** by and between the **County of Hidalgo, Texas** ("County") and ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for: **"Drug Testing Collection Services" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office**. Company agrees in performing the Services

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that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years (on an as needed basis)**, commencing on _____, **2013** and expiring on _____, **2014** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with

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providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be

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held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. 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 provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **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.

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WITNESS our hands in duplicate originals this __day of _____, 2013.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title:_____

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EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

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EXHIBIT "B"

VENDOR'S BID PRICE & TABULATION

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EXHIBIT "C"

INSURANCE REQUIREMENTS

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approval of Draft Svc Contract - Project# 2013-077-00-00-MEG-Drug Testing Collection Services for Sheriff's Office

From : Steve Crain <scrain@atlashall.com> Mon, Apr 08, 2013 04:14 PM

Subject : RE: Review & Approval of Draft Svc Contract - Project# 2013-077-00-00-MEG-Drug Testing Collection Services for Sheriff's Office

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract as revised is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, April 08, 2013 4:01 PM
To: Steve Crain; Marynel Trevino
Subject: Re: Review & Approval of Draft Svc Contract - Project# 2013-077-00-00-MEG-Drug Testing Collection Services for Sheriff's Office

Mr. Crain-

Attached, for your review and approval as to form, you will find revisions as recommended.

Please advise.

Thank you.

Letty Saenz

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Monday, April 8, 2013 3:42:53 PM
Subject: RE: Review & Approval of Draft Svc Contract - Project# 2013-077-00-00-MEG-Drug Testing Collection Services for Sheriff's Office

Capitalize the word “services” in numbered paragraph 2.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, April 08, 2013 3:11 PM
To: Steve Crain; Marynel Trevino
Cc: Darlene H. Betancourt; Elena Gomez
Subject: Review & Approval of Draft Svc Contract - Project# 2013-077-00-00-MEG-Drug Testing Collection Services for Sheriff's Office
Importance: High

Good afternoon, Mr. Crain-

Please review and approve as to form **"draft"** Service Contract (attached hereto) for the purposes of the procurement process for: **Project # 2013-077-00-00-MEG-"Drug Testing Collection Services"** for the **Sheriff's Office.**

Please advise.

Thank you.

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
(956) 292-7000- Ext 4861

RECEIVED
MAR 19 2013
3:12
JW

MEMORANDUM

To: Commander Rene Gonzalez
Hidalgo County Adult Detention Facility

Attn: Juan Tapia Procurement Specialist

From: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Date: March 18, 2013

Re: Bid No. 2013-077-00-00-MEG Approval of Specifications for Hidalgo County Sheriff's Office "DRUG TEST COLLECTION SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 3-1100-421-00-280-001-0339

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Rene Gonzalez	3/19/13

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, APRIL 02, 2013 at 5:00p.m.

Enclosures

3/19/13

HIDALGO COUNTY SHERIFF'S OFFICE (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for County employees on an as needed basis.

SCOPE OF SERVICES:

1. Contractor shall have ability to conduct a Drug and Alcohol Test Collection Program as required by local, state and federal laws and regulations.

2. Contractor shall perform collection of urine/blood samples by certified staff, in accordance with U.S. Department of Transportation (DOT) Standards and/or Hidalgo County Sheriff's Office policy and protocol for post-offer pre-employment and random drug tests as required.

3. Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).

4. Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to safety-sensitive position.

5. Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).

6. Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to safety-sensitive position.

7. Conduct testing when the department Head/Elected Official or personnel designated by the Department Head have reason to believe that an Employee on County property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of the Hidalgo County Sheriff's Office Drug and Alcohol policy.

8. Conduct testing when an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person.

9. Conduct testing when an employee returns to active employment after a leave of absence of forty-five days or more.

10. Conducts testing following an on-the-job injury requiring treatment from a physician or following a serious or potentially serious accident or incident, including near misses, in which: safety precautions were violated; unsafe instructions or orders were given; vehicle/equipment/property was damaged; or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances.

11. Service provider shall conduct random, unannounced drug and alcohol testing on employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education

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(TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position Note: The random rate for testing is subject to change based on the DOT standards.

12. Provide drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT. Copies of certifications should be submitted with bid response.

13. Conduct annual training for designated County employees on the Drug Free Workplace Act.

14. The service provider will insure proper and documented chain of custody during and after sample collection and testing.

15. RANDOM DRUG AND ALCOHOL TESTING – The County will require approximately 25% random drug and alcohol testing for employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position to be performed on a semiannual and/or an as needed basis. Safety sensitive positions are located in various areas of the Sheriff's Office.

16. The contractor must provide a description of the work plan and the methods to be used that will demonstrate what the contractor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The Contractor shall specify the test procedures that will utilized. The contractor must also include a plan for performing random testing at multiple locations simultaneously.

17. Positive results must be hand-delivered in a sealed confidential envelope to The Law Enforcement Center, 711 El Cibolo Road, Edinburg, TX 78542 to the attention of Captain Andy Guzman, Hidalgo County Sheriff's Office Public Integrity Unit. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.

18. Test results will not be divulged in any form to anyone other than to those designated authorized Sheriff's Office representatives.

19. Statistical reports of test results may be requested from the contractor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated Sheriff's Office representative.

20. Alcohol screening tests that conclude in a positive result may be confirmed with a second screening 15 to 30 minutes from the time of the first positive test.

21. Contractor must possess capability for collection of urine/blood samples as needed and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations

22. **QUALIFICATIONS OF THE CONTRACTOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract.

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23. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

24. **BID PRICE** must include:

1) A **per hour fee** where hours must be certified by assigned County Sheriff's Office representative at the time services are rendered,

2) Individual test charges (fees) for Panel 10, and test charge (fees) for the following, **Rohypnol, Alcohol and Ecstasy**. Bid price must indicate fees for urine, hair and blood test for all of the above tests, and

3) Bid price will also should include price per session including all materials for **Reasonable Suspicion Training**, **Drug Free Workplace Act** and any other **Drug testing related requested training.**

25. **BID AWARD** – 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.

26. **CONTRACT TERM** –

1. The term of the contract will be for a two (2) year period. The County reserves the option to extend the contract for two (2) additional one (1) year terms under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.

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. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

5. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications.

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6. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

7. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

8. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

9. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

10. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.

28. **TESTING SITE**– Contracted vendor should be able to conduct on site and/or off site testing as requested by the Hidalgo County Sheriff's Office. Contractor may be required to provide appropriately private facilities to conduct testing, including a locked, secured box, etc. for private articles where applicable.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. RIGHT TO AUDIT: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Hidalgo County Sheriff's Office to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

   For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

   The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

   If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit shall be paid by Contractor.

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2. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

3. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

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.

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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:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent**, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, date Month, 2013 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. date Month, 2013.

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LEGAL NOTICE

HIDALGO COUNTY SHERIFF'S OFFICE

"DRUG TEST COLLECTION SERVICES"
Bid No: 2013-077-00-00-MEG

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1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE –"DRUG TEST COLLECTION SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-077-00-00-MEG -HIDALGO COUNTY SHERIFF'S OFFICE –"DRUG TEST COLLECTION SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, month date, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

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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 SHERIFF'S OFFICE-"DRUG TEST COLLECTION SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:
- Contract number must be indicated on all invoices

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78542
ATTN.: Sheriff Guadalupe "Lupe" Trevino
(956) 383-8114

17. **Schedule of Events**

Bid Opening, 9:30 AM	**month date, 2013.**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

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.

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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.

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21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

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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.

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Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
BID NO.: 2013-077-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy 281-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 thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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AI-38252 **12. N.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Safety Division Submitted By: Omar Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval for the destruction of the salvaged departmental uniforms in the interest of safety and security against possible misuse of said items(as they contain county logo) with Purchasing Department witnessing said documenting same.

Declare "salvage" (TxLGC 262.151) uniforms described in attachment:

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Items have no value and cannot be used.

Attachments

LGC 263.151

Salvage Uniforms

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/17/2013 09:30 AM
Budget & Management	Angela Garcia	04/17/2013 11:22 AM
Obdett Calzada	Obdett Calzada	04/22/2013 08:40 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Omar Salinas Started On: 04/16/2013 10:21 AM

Final Approval Date: 04/26/2013

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 263. SALE OR LEASE OF PROPERTY BY COUNTIES

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.

The County of Hidalgo, Texas
Safety Division
P.O. Box 1356
Edinburg, Texas 78539

To: Omar Salinas
Purchasing Department

From: Roy Quintanilha
Safety Director

Date: April 15, 2013

Re: Salvage Property

As per your request, the following is a list of shirts that need to be destroyed:

Safety Officer	Size	Quantity	Description
Fred Reyna	XL	2	Long Sleeve Twill Shirt-white
Fred Reyna	2XL	14	Long Sleeve Twill Shirt-white
Fred Reyna	2XL	2	Short Sleeve Twill Shirt-white
Fred Reyna	2XL	2	Polo Shirt-navy
Armando Guzman	M	1	Long Sleeve Twill Shirt-white

AI-38237 **12. O.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the one (1) year extension option as provided under current contract for "Auctioneer & Storage Services" for Hidalgo County under the same rates, terms, and conditions with Rod Robertson Enterprises, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Extension

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/25/2013 03:36 PM
Budget & Management	Angela Garcia	04/26/2013 08:03 AM
Olga Garza	Olga Garza	04/26/2013 03:33 PM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Rocio Villarreal Started On: 04/15/2013 09:57 AM

Final Approval Date: 04/26/2013

PURCHASING DEPARTMENT
County Of Hidalgo

April 15, 2013

Rod Robertson Enterprises, Inc.
Rod Robertson, President
1802 NW Military Hwy, Suite 100
San Antonio, Texas 78213

Via-Facsimile (210) 375-7744
Via-Email: rod@rodrobertson.com

Re: C-12-038-04-24-Auctioneer & Storage Services for Hidalgo County

Dear Mr. Robertson:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of April 30, 2013, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on April 19, 2013, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 04/15/2013

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager

ACORD

CERTIFICATE OF LIABILITY INSURANCE

RODRO-1 OP ID: S4

DATE (MM/DD/YYYY) 02/22/13

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 Teague Insurance Agency, Inc. License #0525512 4700 Spring St., 4th Floor La Mesa, CA 91942 Bradley C. Wilson 619-464-6851 619-464-1901	CONTACT NAME: Shawna Brugh, MLIS, CISR PHONE (A/C, No, Ext): 619-668-2385 FAX (A/C, No): 619-668-4715 E-MAIL ADDRESS: sbrugh@teagueins.com
INSURED Rod Robertson Enterprises Rod Robertson 11507 Elm Bluff San Antonio, TX 78230	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Insurance Companies INSURER B : First Mercury Insurance Co INSURER C : Hartford Underwriters 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	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CACGL000001884001	10/16/12	10/16/13	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 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			Y8109508B269	12/04/12	12/04/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $			CAXS000001884101	10/16/12	10/16/13	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		72WENG9017 UPDATED 2013-2014	02/13/13	02/13/14	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Garagekeepers			6609508B26	12/04/12	12/04/13	scheduled	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is included as Additional Insured with respect to the negligent operations of the Named Insured performed on behalf of the Certificate Holder for General Liability.

CERTIFICATE HOLDER

Hildago County
Hildago Purchasing Dept
2812 S. Bus Hwy #281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR AUCTIONEER SERVICES

C-12-038-04-24

THIS AGREEMENT FOR AUCTIONEER SERVICES (the Agreement) is entered as of the 24th day of **April, 2012** by and between **HIDALGO COUNTY, TEXAS**, ("County") and Rod Robertson Enterprises, Inc. ("Company").

WHEREAS, County has solicited proposals from qualified parties for Auctioneer and Storage; and

WHEREAS, Auctioneer has submitted a bid to provide the services required by County in accordance with the request for Bids attached hereto as Exhibit "A"(Procurement Packet) and Auctioneer bid proposal attached hereto as Exhibit "B" (Bid Page); and

WHEREAS, County has determined that the proposal by Auctioneer is the lowest and best bid submitted, and a contract should be awarded to Auctioneer; and

WHEREAS, the parties wish to further reduce to writing their representations, warranties and agreements regarding the services to be provided by Auctioneer to County.

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 are hereby acknowledged, the parties hereto agree as follows;

1. In the event County, in its sole discretion, determines that surplus or seized property in its possession is to be sold and that the services of a state-licensed auctioneer are required, the County will publish in at least one newspaper of general circulation in the County, at its own expense pursuant to Chapter 263.153 of the Texas Local Government Code, an advertisement of the sale of surplus or salvage property. Such notice shall be published on or after the 30th day but before the 10th day before the date of sale.

2. Auctioneer agrees to provide the services as described in the Specifications attached hereto as Exhibit "A (the "Services") for and on behalf of County.

3. For and in consideration of Auctioneer's services hereunder, County agrees to pay Auction a fee equal to zero percent (0%) of the gross sales receipts of any auction conducted by

Auctioneer. Such amount may be deducted from the sales receipts by Auctioneer prior to remitting to County the cashier's check for the net sales.

4. The term of this agreement shall be for a period beginning May 3, 2012 and ending May 2, 2013. County, in its sole discretion, may elect to extend the term of this contract for an additional two (2) one year term, under the same rates, terms and conditions. Contract may be extended at the sole discretion of County for an additional sixty (60) days Grace Period at the end of the contract term for unforeseen delay in award of the new bid for the next contract term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

5. Auctioneer represents and warrants to County as follows:

(a) Auctioneer is licensed by all appropriate federal, state and local agencies to conduct the Services herein described.

(b) A true and correct copy of Auctioneer's license is attached hereto as Attachment #1 to Exhibit "B".

(c) Auctioneer understands that County retains the sole discretion to determine if an auction is to be conducted which requires the services of a licensed auctioneer, and that the awarding of this bid and the execution of this Agreement by County do not constitute any representation or guaranteed that any such auction will occur.

(d) Concurrently with his execution of this Agreement, Auctioneer has presented to County a certificate of insurance indicating a Five-Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy, naming County as an additional insured and Automobile Liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder. 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. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement. Auctioneer shall give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage.

(e) Auctioneer or any person providing service hereunder by or through Auctioneer shall be prohibited from purchasing any goods tendered by

County hereunder for which Auctioneer has performed, directly or indirectly, the Services.

(f) County and Auctioneer agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

6. Auctioneer agrees to promptly notify County of any suspension, termination or revocation of Auctioneer's License or of the liability insurance coverage required, hereunder, in which event County may, in its sole discretion, elect to immediately terminate this Agreement.

7. With respect to any property seized by any law enforcement agency of Hidalgo County, or any cooperative agency of which Hidalgo County is a party, including, but not limited to, the Hidalgo Intensity Drug Trafficking Area, Auctioneer agrees to store such property for County for the period prior to any sale being conducted. No storage fees will be assessed to County or any cooperative agency as herein described, for the storage or such property, without regard to the fact that such property is not, upon final adjudication, awarded to County, or that County, upon final award or adjudication, elects to retain such property for its own use, rather than to sell it at public or private auction. To the extent permitted by the court in which any forfeiture or seizure proceeding, Auctioneer may elect to charge its usual and customary storage or impoundment fees, consistent with the fee schedule attached hereto as Exhibit "B-1" and incorporated herein by reference, to the owners of seized property held by Auctioneer which is awarded back to such owners upon final adjudication of the forfeiture or seizure proceeding. Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be exported within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.

8. Auctioneer agrees to provide a storage area consisting of three (3) acres and an enclosed warehouse, (minimum of 1,000 sq. ft), and will provide twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards).

9. For all non-law enforcement departments, no property shall be allowed into Auctioneer's compound unless the property has been previously declared surplus through Commissioners' Court. Proof of such action must be requested by Auctioneer. Items being sent to Auctioneer for storage prior to auction must be cleared through the Purchasing Department's Surplus Manager. The Surplus Manager will coordinate with Auctioneer and the respective departments in arranging for the transfer of items that are to be auctioned.

10. The storage area provided by Auctioneer pursuant to Paragraph 7, above, shall be open for business during normal working hours at least seven (7) hours, daily, excluding weekends and official County holidays. In addition, Auctioneer will maintain personnel at the storage location

24 hour per day, and will post emergency access telephone numbers for deliveries of property after hours, and on weekends or holidays.

11. Auctioneer will conduct any auction sale required hereunder at any location within Hidalgo County, as requested by County, including Auctioneer's auction center. Sales will be scheduled on dates and at times mutually convenient to the parties hereto, and so as to enhance the public's attendance at such sales. In the event a scheduled sale must be cancelled by either party hereto, or because of inclement weather, the sale will be rescheduled for the next appropriate date upon which both parties are available.

12. Unless minimum bids are otherwise specified by County in writing prior to conducting of an auction sale hereunder, all auctions will result in sales of all items to the highest bidder. County will, unless otherwise specified in writing, with sufficient advance notice to Auctioneer for inclusion in any auction catalogue or published listing, convey merchantable title to all goods sold at auction: the parties acknowledge, however, that County may, from time to time, be required to convey items without warranty of title.

13. Auctioneer will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Auctioneer or that of any person providing services hereunder by or through Auctioneer. Upon written notice from County, Auctioneer will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

14. The terms and conditions of the specifications attached hereto as Exhibit "A" and the bid submitted by Auctioneer attached hereto as Exhibit "B" are incorporated herein by reference and are made a part hereof as if such were fully set forth herein. In the event of any conflict between any other term of this Agreement and those terms incorporated herein the provision set forth in the text of this Agreement shall control over the term or condition expressed in the provisions incorporated.

15. **Miscellaneous Provisions**

15.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15.02 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

15.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Auctioneer, and not otherwise.

15.04 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

15.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County, Texas Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
With copy to:	Hidalgo County Purchasing Department Attention: Purchasing Agent 2812 South Highway 281 Edinburg, Texas 78539
If to Auctioneer	Rod Roberston Enterprises, Inc. 1802 NW Military Hwy., Ste 100 San Antonio, Texas 78213

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.

15.06 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15.07 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15.08 **Assignment.** This Agreement shall not be assignable by either party hereto without the prior written consent of the other. Consent to any assignment of this Agreement shall not constitute consent to any future or subsequent assignment by either party hereto.

15.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

15.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

15.11 **Authority to Execute.** The execution and performance of this Agreement by County and Auctioneer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations to County ad Auctioneer in accordance with its terms.

15.12 **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 County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Company. 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the day and year first above written.

Approved on Commissioners' Court 4-24-12

COUNTY OF HIDALGO

Ramon Garcia, County Judge

COMPANY
ROD ROBERSTON Enterprises, Inc.

By: _____

Printed Name: Rod Roberston

Title: PRES.

Approved by Commissioners' Court
on 4/24/12 RG

ATTEST :

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM
Atlas & Hall, LLP

By: _____
Steve L. Crain

EXHIBIT "A"

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 05, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"AUCTIONEER & STORAGE SERVICES"**
Bid No: 2012-038-03-21-SGS Commodity Code: 962-09

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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

REQUEST FOR BID (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY
"Auctioneer and Storage Services"
RFB NO: 2012-038-03-21-SGS
Commodity Code: 962-09

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The above mentioned items shall be found in the Request for Bids (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 05, 2012
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

"AUCTIONEER AND STORAGE SERVICES-"

RFB No.: 2012-038-03-21-SGS

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"AUCTIONEER & STORAGE SERVICES"

BID OPENING DATE:
March 21, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY–AUCTIONEER & STORAGE SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-038-03-21-SGS-HIDALGO COUNTY-AUCTIONEER & STORAGE SERVICES"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **On Or Before 9:30 A.M., WEDNESDAY, MARCH 21, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS -2012-038-03-21-SGS- RFB-HIDALGO COUNTY-AUCTIONEER & STORAGE SERVICES".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
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-AUCTIONEER & STORAGE SERVICES"** 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 Administration Building
ATTN: MARTHA L. SALAZAR
Purchasing Department
2812 S Hwy Bus 281
Edinburg, Texas 78539
(956) 318-2626

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 21, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be

considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;

B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"AUCTIONEER & STORAGE SERVICES"
BID NO.: 2012-038-03-21-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

"AUCTIONEER AND STORAGE SERVICES-"

RFB No.: 2012-038-03-21-SGS

EXHIBIT "A"
HIDALGO COUNTY
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: 2012-038-03-21-SGS
COMMODITY CODE: 962-09

Project Overview:

Hidalgo County is seeking to contract with a qualified vendor to conduct all public auction sales of personal and/or real property called by the Hidalgo County Commissioners Court which require the services of a Licensed Auctioneer and storage (must be licensed with the Texas Department of Licensing and Regulation-"TDLR"), as determined by the Court in its sole discretion on an "AS NEEDED BASIS". Auctioneer shall conduct the public auction sales of personal and/or real property of Hidalgo County including, but not limited to the following:

1.) All Hidalgo County departments under general and road and bridge fund;
2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC and Urban County.
3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department and DPS.

Note: Agencies shall obtain prior written approval from State and Federal agencies and submit to the Purchasing Department before the sale or disposition of any equipment purchased with funds from State and Federal regardless of cost.

Specifications & Requirements, Terms & Conditions

1. Auctioneer shall be licensed by TDLR, to perform public and private auctions within the state of Texas in accordance with all applicable Texas laws and regulations.

   A copy of bidder's current- Auctioneer License, Vehicle Storage Facility License, Tow Truck Driver's TDLR License and Tow Truck permits, must be submitted along with bid.

2. Bids will be based on the percentage of gross sale proceeds to be retained by Auctioneer on sales conducted by the Auctioneer during the contract term. Hidalgo County will require documentation (vendor invoice & customer receipt copies) on additional charges **to buyers** (at buyer's option) for batteries, locksmith services, etc.

3. Auctioneer will make all vehicles and equipment presentable so as to receive the best possible bid in addition the auctioneer should also start all vehicles that are in working condition during auction.

4. Auctioneer will provide all labor (i.e. loading and unloading of trailers, detail car washing, re-keying etc), machinery and equipment (including rental of machinery & equipment), tools and materials (i.e. pallets, plastic, tape etc.) required in rendering services, at **no additional expense to Hidalgo County and all mentioned parties.**

5. Auctioneer will maintain throughout the contract term, all insurances and its limits for **Automobile, General, Workers Compensation Insurance and all licenses held.** (Refer to Exhibit "C").

6. Auctioneer will have twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards) at Auctioneer's premises/storage facility or wherever auctioneer stores property including but not limited to the following;

   1.) All Hidalgo County departments under general and road and bridge fund;
   2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC and Urban County;

3.) Law Enforcement Agencies or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department and DPS.

7. **Auctioneer will be liable for all theft or vandalism of any items that have been accepted for Auction or Storage by awarded Auctioneer.**

8. Auctioneer must possess and submit a copy of their Vehicle Storage Facility License, if vehicles are to be stored at auctioneer's premise/storage facility. Pursuant to Chapter 85.200 of the Texas Department of Licensing and Regulation's Administration code.

9. **Auction sales will be conducted at either option A, B or C sites with prior notice given to the Auctioneer:**

Option A). Auctioneer's premises/storage facility
Option B). County-owned sites
Option C). On-line auctions whether thru the auctioneers or at the County's designated website

10. In the event auction sales are conducted on other than County-owned or controlled premises, Auctioneer shall indemnify Hidalgo County harmless from any claims or damages arising out of the conduct of the sale.

11. **Statutory Notification:**
The County will publish at its own expense, pursuant to Chapter 263.153. Of the Texas Local Government Code:
(a) The Commissioners' Court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the County.
(b) The notice must be published on or after the 30th day but before the 10th day before the date of sale.

12. **Promotion of Sale through Auction:**
A). It will be the Auctioneers responsibility to circulate notices promoting the Auction/Sale at the Auctioneer's expense, in English and Spanish (i.e. publication in newspapers).
B). Auctioneer **shall provide proof** of such promotion to the Hidalgo County Purchasing Department's Fixed Asset Division as part of the documentation submitted with proceeds.

13. **Services to be provided by the Auctioneer and staff at no additional expense to Hidalgo County and mentioned parties; shall include, but not limited to, the following:**

A). Re-keying, detail carwash (to include removal of debris; so as to look presentable) and gas, one week prior to auction with contact's approval;

B) Auctioneer will check in all items submitted by Hidalgo County and all mentioned parties upon receiving any and all equipment and will submit an **Inventory status report to the Hidalgo County Purchasing Department's-Fixed Assets Division on a monthly term. Inventory reports can be sent by via-e-mail to: liza.lopez@co.hidalgo.tx.us or by facsimile to 956-318-2629.**

C) **A Vehicle Check in List will be prepared by Auctioneer, Forms FA12-002 & FA12-003 *(see attached Exhibit A-1).* All County vehicles and all confiscated, seized, forfeited, etc., vehicles taken to Auctioneer's premises/storage facility by HIDTA, District Attorney's Office, Sheriff's Department and DPS, are to be physically inspected by Auctioneer. All Vehicle Check in List forms prepared by the Auctioneer shall be submitted to Hidalgo County Purchasing Department – Fixed Asset Division, no later than 48 hours after the vehicle arrives at the Auctioneer's premises and 72 hours, if on a weekend.**

Vehicles should remain at one location at the Auctioneer's premises and not moved until the vehicles are released for auction or if the vehicle(s) need to be relocated. Unnecessary mechanical repairs and the removal of any parts should not be done to any vehicle. Any item(s) removed from any vehicle will be listed as part of the inventory (i.e. car seats, factory stereos, batteries, tires and any personal effects etc.).

D) Upon arrival of equipment and/or vehicles etc., to Auctioneer's premise/storage, **Form FA12-001** ***(See attached Exhibit A-2), to be filled out by Departments***), will be given to the Auctioneer and/or authorized recipient. All Incoming inventory must be reviewed and verification made that all items are accounted for. The form *must be signed*, acknowledging the receipt of items listed. The signed form will then be given back to the County personnel making the delivery.

E) Auctioneer will label & set-up groups or lots of equipment and individually identified, palletize and marked on the inventory list with a group or lot number. The set up of groups or lots should be made so as to get the most out of the items being sold. Lots should be prepared with the approval of County contact.

F) Auctioneer will remove all emblems, logos and license plates from vehicles prior to the auction. All plates will be forwarded to the Hidalgo County's Purchasing Department-Fixed Asset Division, located at 2802 S. Bus. Hwy. 281, Edinburg, TX. 78539.

G) The Auction Report: Each receipt forming part of the Auction Report should include the Lot number and the itemized description, including the County's Identification numbers (asset numbers) as indicated in the inventory list approved by Commissioner's Court. All copies of any ads, buyer's lists, receipts and clearing of all auction proceeds must be forwarded to Hidalgo County Purchasing Department's Fixed Asset Division no later than fifteen (15) working days from the date of the auction.

H). Auctioneer will handle any disputes that may arise during and at the end of auction & may ask for assistance from the Purchasing Department's Fixed Asset Division if required for resolution.

I). Auctioneer will provide towing service on an **"AS NEEDED BASIS"** to the County, at no additional expense. All tow truck drivers must possess a TDLR License and all tow trucks will have permits and be in compliance with all TDRL rules and regulations. All required licenses must be kept current with copies sent to Hidalgo County yearly, for the term of contract.

J). Auctioneer must provide a secure fenced area of at least 3 (three) acres and an enclosed warehouse **(minimum of 1,000 sq. ft.)**, for storage of vehicles and equipment seized/confiscated by law enforcement agencies of Hidalgo County, or any Cooperative agency of which Hidalgo County is a party of, including, but not limited to, the Hidalgo County HIDTA Task Force, DPS, Sheriff's Department, and the Hidalgo County District Attorney's Office and other items which Hidalgo County or all mentioned parties wishes to store for auction or storage from all other department(s) or entities. Storage area must be open at least eight (8) hours a day Monday-Friday and must be available for emergencies on nights and weekends.

K). Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be exported within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.

L). Auctioneer shall video tape or record all auctions and submit copies to the County.

M). Auctioneer will be responsible for completing the Application for Texas Certificate of Title (form 130U). Texas Motor Vehicle Transfer Notification (form VTR0346) and will stamp all titles and label all vehicles that are to be exported "Export Only" on the front or back of the title and vehicle windshields for all County vehicles to be auctioned and submit all copies to the Purchasing Department.

N). Auctioneer is responsible for retaining records for a period of three years from the date of sale. The records should be made available to the County upon request.

14. A.) No storage fees will be assessed to the County during and at the end of the contract term for: Trailer/Semi-Trailers, Independent Motorcycles/All Terrain Vehicles; Travel Trailers and Small Vehicles (i.e. cars, pick-ups, sport utility vehicles etc.)

B.) No storage fees will be assessed to the County for Trailer/Semi-Trailers, Independent Motorcycles/All Terrain vehicles; Travel Trailers and Small Vehicles (i.e. cars, pick-ups, sport utility vehicles etc.), if the County wishes to use items after it has been awarded to the extent permitted by the Court(s) in any forfeiture or seizing proceeding. No storage fees will be assessed to defendant(s), if stated by the Court(s), on item(s) returned to the defendant.

15. Auctioneer may elect to charge its usual and customary storage, wrecker or impoundment fees; (fees must be in compliance with TDLR), consistent with the fee schedules to the owners of seized property held by the Auctioneer, which is awarded to such owner upon final adjudication of the forfeiture or seizure proceeding by any Court.(as indicated by final judgment)

16. No storage fees will be assessed to Hidalgo County for any remaining vehicles upon expiration of the contract term.

17. In the event that the Auctioneer cannot respond adequately to the needs of the County by reason of meeting the County's auction schedule or any other reason, the Auctioneer shall advise the Hidalgo County Purchasing Department in writing within 24 hours of said inability. The County shall have the right to deduct the cost incurred in having to provide said services from the payment to be made to the Auctioneer under the contract and the existing contract will be canceled.

18. Hidalgo County reserves the right to audit the records of the auctioneer related to the sale(s) of all County property at the auction site.

19. County items shall be **first priority** in all sales, to include State and Federal funded departments / programs as identified in project overview. Hidalgo County reserves the right to **add/delete** items from the list up to the day of the auction. Hidalgo County reserves the right to video tape or record any and all auction sales.

20. Hidalgo County reserves the right to view the proposed premises prior to award of bid.

Terms and Conditions:

1. Successful bidder will be awarded a one (1) year term contract with the County's option to extend the term for an additional two (2) one-year term under the same rates, terms and conditions. The award of a contract does not constitute a representation or guarantee by Hidalgo County that any or all public or private auction sales will be conducted by it during the contract term.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace

Period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

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. **Auctioneer, his employees or agents, or any of his associates, shall not have any personal financial interest, directly or indirectly** in the auction, by bidding or causing someone to bid, soliciting or influencing anyone to bid other than through advertising.

6. No fee for Auctioneer Services are payable for items which do not receive the minimum bid or on which County rejects the price offered at auction.

7. The County may, in at sole discretion, allow item(s) with minimum bids established for auction, to be offered for auction as many times as allowed by Commissioners Court, if the minimum bid is not met.

8. Hidalgo County will have thirty (30) working days to remove and relocate all remaining inventory **at no charge** in the event that new provider has not been secured at the completion of the procurement process.

9. Hidalgo County has the right to award all or part of this bid if it is in the best interest of the County.

10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

11. Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires.
    b) Delivery acceptance of products and/or performance of services ordered or
    c) Terminated by county with thirty (30) days written notice prior to the cancellation.

12. **All costs and expenses associated with the preparation and submission of (bid, proposals, statement of qualifications and quotes) shall be responsibility of the participant and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

A PRE-BID CONFERENCE IS SCHEDULED FOR March 12, 2012 @ 10:30 A.M., AT HIDALGO COUNTY PURCHASING DEPARTMENT LOCATED AT: 2812 S. HWY BUS HWY 281, EDINBURG, TEXAS. 78539.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE/E-MAIL/IN PERSON NO LATER THAN, Wednesday, March 14, 2012 by 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile/e-mail by no later than, Friday, March 16, 2012 by 5:00 pm.

ATTACHMENT A-1

REQUEST FOR BIDS

HIDALGO COUNTY

"AUCTIONEER AND STORAGE SERVICES"

RFB No.: 2012-038-03-21-SGS

EXHIBIT A-1

VEHICLE CHECK IN LIST

DOA, last 8 VIN No's, from what Dept

"Gets written on driver's side upper area of windshield."

DATE OF ARRIVAL (DOA): _____ **TIME OF DAY:** _____

RECEIVED BY:_____

DELIVERED BY: _____DEPT:_____

YEAR: _____MAKE_____MODEL:_____

MILEAGE: _____LIC PLATE # _____

STYLE: _____COLOR:_____

VIN # _____

VEHICLE CONDITION

Optional items(after market items):"oversize tires, running boards, camper, sunroof, power windows, etc."

_____

_____

Indicate damgaed areas:"smashed, burnt, glass cracked, rusty, dents etc."

_____

_____

Interior: "dirty, clean, worn, stained, etc."

_____

_____

Mechanical: Missing parts, working condition, keys, battery, etc."

_____

_____

COMMENTS:

_____

_____

Completed By:_____Signature:_____

ANY ADDITIONAL CONTENTS IN VEHICLE

DATE OF ARRIVAL (DOA):_____ TIME:_____

EXAMPLE: tools, car seat, luggage, clothes, etc.

Nothing gets removed or cleared from vehicle before authorized by contact person at Hidalgo County Fixed Asset Division #318-2626. Additional items in vehicle get inventoried but not removed from vehicle until authorized by Fixed Asset Division.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Completed By:_____Signature:_____

ATTACHMENT A-2

REQUEST FOR BIDS

HIDALGO COUNTY

"AUCTIONEER AND STORAGE SERVICES"

RFB No.: 2012-038-03-21-SGS

EXHIBIT A-2

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM
INITIAL PAGE

DEPARTMENT NAME | DEPT. NO. | LOCATION

TRANSFER TO: _____ _____ _____

TRANSFER FROM: _____ _____ _____

CONTACT INFORMATION:

NAME (PRINT) _____ PHONE. _____ E-MAIL: _____

FAX NO.

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY FUND NO.	COST	P/U	LOC
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

JUSTIFICATION FOR TRANSFER: _____

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out			
Person receiving Item(s)			
Reviewed & Processed by FA Division			

FIXED ASSET DIVISION USE ONLY

FROM TO

DEPT. NO. _____ DEPT. NO. _____

AMOUNT _____ AMOUNT _____

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES.

Initial _____ Date _____

PLEASE SUBMIT ORIGINAL ONLY TO PURCHASING DEPARTMENT ATTN: FIXED ASSET DIVISION

HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

HIDALGO COUNTY

"AUCTIONEER AND STORAGE SERVICES-"

RFB No.: 2012-038-03-21-SGS

EXHIBIT "B"
HIDALGO COUNTY
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: 2012-038-00-00-SGS
COMMODITY CODE: 962-09

BID PAGE

AUCTION SALE PERCENTAGE %_____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELLULAR NO.'S:_____

E-MAIL ADDRESS:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

HIDALGO COUNTY

"AUCTIONEER AND STORAGE SERVICES"

RFB No.: 2012-038-03-21-SGS

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 OCCURENCE	$
					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. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

HIDALGO COUNTY

"AUCTIONEER AND STORAGE SERVICES"

RFB No.: 2012-038-03-21-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR BIDS

HIDALGO COUNTY

"AUCTIONEER AND STORAGE SERVICES"

RFB No.: 2012-038-03-21-SGS

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:

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

REQUEST FOR BIDS

HIDALGO COUNTY

"AUCTIONEER AND STORAGE SERVICES"

RFB No.: 2012-038-03-21-SGS

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.

DRAFT SERVICE CONTRACT

REQUEST FOR BIDS

HIDALGO COUNTY

"AUCTIONEER AND STORAGE SERVICES"

RFB No.: 2012-038-03-21-SGS

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
"AUCTIONEER & STORAGE SERVICES"
RFB NO.: 2012-038-00-00-SGS
COMMODITY CODE: 962-09

OPENED
10:08
3/21/12
Witnessed

BID PAGE

AUCTION SALE PERCENTAGE % No Charge to Hidalgo County *

* RRE will charge the successful bidder a 10% Buyer's Premium for all items sold.

BIDDER/COMPANY NAME: Rod Robertson Enterprises, Inc.

ADDRESS: 1802 NW Military Hwy., Suite 100

CITY/STATE/ZIP CODE: San Antonio, Texas 78213

PHONE & FAX NO.'S: Phone: 210-375-7755 & Fax: 210-375-7744

CELLULAR NO.'S: 210-872-7000

E-MAIL ADDRESS: rod@rodrobertson.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Rod Robertson

TITLE: President

EXHIBIT "B-1"

FEE SCHEDULE

Sandy Suarez Exhibit "B-1"

From: Edward White [edward@rodrobertson.com]
Sent: Thursday, April 12, 2012 1:07 PM
To: sandy.suarez@co.hidalgo.tx.us
Cc: rod@rodrobertson.com; barry@rodrobertson.com; roberto@rodrobertson.com
Subject: RFB NO.:2012-038-03-21-SGS-Hidalgo County-"Auctioneer and Storage Service"
Attachments: 20120412115937233.pdf

Ms. Suarez,

This is the information you requested.
All pallets will be provided by Rod Robertson Auto Auction at no charge to the County. We will also transport existing vehicles from current contracted location to our facility at no charge.
During the meetings we discussed all charges and fees which are all covered in the contract or bid. We assure you that there are no hidden fees or charges that have not been discussed to the County officials that attended any meeting.

Proposed compensation schedules:

Below is RRE's proposed pricing schedule for towing services:

Towing	Light Duty	Medium Duty	Heavy Duty
Hourly service call rate. Begins at dispatch and ends at point of delivery. $207.00 Prorated every 15 minutes.	$63.00	$75.00	
Loaded mileage rate. Starts at pick up point and ends at end point Delivery.	$3.50	$4.00	$7.00

Below is RRE's proposed pricing schedule for storage services:

Storage			
Storage $50.00	$20.00	$35.00	

Attached you will find Acord and conflict of interest forms.
Please advise if we can be of any other assistance to you.
Thank you for this opportunity. We look forward to hearing from you or your office in the near future.

Sincerely,

Edward White
Executive Assistant
Rod Robertson Enterprises Inc.

EXHIBIT "C"

INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID S4

DATE (MM/DD/YYYY) 04/11/12

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
Teague Insurance Agency, Inc.
License #0525512
4700 Spring St., 4th Floor
La Mesa CA 91942
Phone:619-464-6851 Fax:619-464-1901

CONTACT NAME: Shawna Brugh
PHONE (A/C, No, Ext): 619-668-2385 FAX (A/C, No): 619-668-2384
E-MAIL ADDRESS: sbrugh@teagueins.com
PRODUCER CUSTOMER ID #: RODRO-1

INSURED
Rod Robertson Enterprises
Rod Robertson
1802 N.W. Military Hwy, St 100
San Antonio TX 78213

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Insurance Companies	
INSURER B: Hartford Underwriters	
INSURER C: First Mercury Insurance Co	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		EPCA000913	10/16/11	10/16/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ $1,000,000 $ $50,000 $ $10,000 $ $1,000,000 $ $2,000,000 $ Excluded $ $1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			Y8109508B269	12/04/11	12/04/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000			CEIL000102	10/16/11	10/16/12	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			72WENG9017	02/13/12	02/13/13	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is named as Additional Insured with respect to the negligent operations of the named insured performed on behalf of the certificate holder per policy form FME-GL-3033 (03/08) attached.

CERTIFICATE HOLDER

Hidalgo County
2802 South Bus. Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

B. With respect to the insurance afforded to these additional insured's, the following additional exclusions apply:

2. Exclusions

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

b. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____
(Authorized Representative)

AI-38236 **12. P.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Eddie Olivarez, Director, HC/DHHS Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise sixty (60) day grace period option as provided under current contract for "Testing System and Related Supplies" for the Health and Human Services Dept. under the same rates, terms, and conditions with Stanbio Laboratory C-10-071-05-03.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-441-00-340-003-0-604

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

BUDGETARY IMPACT:

Funding available as of 4/26/2013.

All purchases of products are on an "As Needed Basis".

Attachments

Extension

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/25/2013 03:36 PM
Budget & Management	Angela Garcia	04/26/2013 08:03 AM
Obdett Calzada	Obdett Calzada	04/26/2013 11:03 AM
Auditor's Office	Angela Garcia	04/26/2013 05:05 PM

Form Started By: Rocio Villarreal Started On: 04/15/2013 09:52 AM

Final Approval Date: 04/26/2013

PURCHASING DEPARTMENT
County Of Hidalgo

April 15, 2013

Stanbio Laboratory
Pat Breheny, Public Health Manager
1261 N. Main Street
Boerne, TX 78006

Via-Facsimile (830) 249-0851
Via-Email: pbreheny@stanbio.com

Re: C-10-071-05-03-Testing System and Related Supplies for the Health and Human Services Dept.

Dear Ms. Breheny:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an (60) sixty day grace period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of April 30, 2013, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on April 19, 2013, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 4/16/13

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager

RECEIVED
JUN 04 2012

Client#: 88136 25STANLAB1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
USI Southwest
7550 IH-10 West, Suite 700
San Antonio, TX 78229-5820
210 366-0671

CONTACT NAME:
PHONE (A/C, No, Ext): 210 366-0671 FAX (A/C, No): 2105242087
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FEDERAL INSURANCE COMPANY	20281
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Stanbio Laboratory, LP
1261 N. Main St.
Boerne, TX 78006

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			35786026	05/15/2012	05/05/2013	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
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			73567597	05/15/2012	05/05/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			79812469	05/15/2012	05/05/2013	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001224217	05/15/2012	05/15/2013	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Products Liab Claims Made			35786024	05/15/2012	05/15/2013	1,000,000 occurrence 1,000,000 aggregate 10,000 BI & PD ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L Salazar, CPPB,
Purchasing Agent
2802 S. Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Carlisle

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PURCHASING DEPARTMENT
County Of Hidalgo

April 25, 2012

Stanbio Laboratory
Patricia Breheny, Public Health Manager
1261 N. Main Street
Boerne, TX 78006

Via-Facsimile (830) 249-0851
Via-mail: pbreheny@stanbio.com

Re: Extension of Agreement-C-10-071-05-03-Testing System and Related Supplies-Hidalgo CountyHealth and Human Services

Dear Ms. Breheny:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of May 1, 2012, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Friday, April 27,2012,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ Date: _____

In addition, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

Client#: 88136 25STANLAB1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
BBVA Compass Ins. Agency, Inc.
7550 IH-10 West, Suite 700
San Antonio, TX 78229-5820
210 366-0671

RECEIVED
MAY 24 2011
BY

CONTACT NAME:
PHONE (A/C, No, Ext): 210 366-0671 FAX (A/C, No): 2105242087
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Stanbio Laboratory, LP
1261 N. Main St.
Boerne, TX 78006

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FEDERAL INSURANCE COMPANY	20281
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			35786026	05/15/2011	05/15/2012	EACH OCCURRENCE	$1,000,000
A	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[X] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
	[X] BI/PD DED: $10,000						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			35786027	05/15/2011	05/15/2012	PRODUCTS - COMP/OP AGG	$5,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			99486395	05/15/2011	05/15/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS							$
	[X] NON-OWNED AUTOS							$
A	[X] UMBRELLA LIAB [ ] OCCUR			79812469	05/15/2011	05/15/2012	EACH OCCURRENCE	$4,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$4,000,000
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001224217	05/15/2011	05/15/2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L Salazar, CPPB,
Purchasing Agent
2802 S. Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jane Carlisle

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REQUIREMENTS AGREEMENT
C-10-071-05-03

THIS AGREEMENT (the "Agreement") is entered into effective as of the 2nd day of **May, 2010** by and between **Stanbio Laboratory, LP** ("Seller") and **Hidalgo County Health and Human Services in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Testing System and Related Supplies on an "**As Needed Basis**" as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of two 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 Health and Human Services projects for a period of two year, with the County's option for an additional one (1) year term. This Contract shall be for a period beginning **May 3, 2010** and ending on **May 2, 2012** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" and Exhibit "B-1". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as

to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:	Hidalgo County Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Seller:	Stanbio Laboratory Patricia Breheny, Public Health Manager 1261 N. Main Street Boerne, TX 78006

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.** This Agreement may be terminated by County without cause on 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.

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

By: _____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

Sign Here

By: _____
Printed Name: S. GREGORY FISHER
Title: VICE PRESIDENT, SALES
5/18/2010

APPROVED AS TO FORM:
Atlas & Hall LLP

_____
Steve L Crain

EXHIBIT "A"

REQUEST FOR BID (RFB)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 22, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY HEALTH AND HUMAN SERVICE S DEPARTMENT**
Request for Bids -**"TESTING SYSTEM AND RELATED SUPPLIES"**
Bid No: 2010-071-04-07-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
HEALTH AND HUMAN SERVICES DEPARTMENT
"TESTING SYSTEM AND RELATED SUPPLIES"
RFB NO: 2010-071-04-07-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 2 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Draft Service Agreement consisting of 9 pages
9. Certification Regarding Debarment, consisting of 2 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

03/22/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-071-04-07	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

"TESTING SYSTEM AND RELATED SUPPLIES"
BID OPENING DATE:
APRIL 07, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-071-04-07-SGS- HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT - TESTING SYSTEM AND RELATED SUPPLIES "**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, APRIL 07, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2010-071-04-07-SGS- HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination.(vendor pays all shipping cost an remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Attn: Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health And Human Services
1304 S. 25th Street
Edinburg, TX. 78539
(956)383-6221

17. Schedule of Events:

Bid Opening, 9:30 AM	**APRIL 07, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;
. Be able to comply with the required or proposed delivery schedule;
. Have a satisfactory record of performance;
. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
"TESTING SYSTEM AND RELATED SUPPLIES"
BID NO.: 2010-071-04-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
"Testing Systems and Related Supplies"
SPECIFICATIONS/REQUIREMENTS
Bid No. 2010-071-04-07-SGS

Hidalgo County Health and Human Services Department is accepting bids from vendors selling **original equipment from manufacturers**. All items will be on an "**As Needed Basis**" only. For any interested Bidders, a **Pre-Bid Conference** will take place on **March 26, 2010 at 2:00 P.M.** at 2802 S. Bus. Hwy 281, Edinburg, Texas. (New Administration Building).

Specifications/Requirements:
The specifications/requirements goods contract FOB: Edinburg will encompass all testing systems and related supplies to Hidalgo County Health and Human Services Department including, but not limited to, the following:

A.) Analyzers must come with the following: Power adapter
Optional item:-one (1) instrument-specific Control Cuvette for daily Q/C.

B.) One (1) full years warranty (excluding replacement of lost Control Cuvette)

C.) Free loaner instrument sent to you, if your instrument is in for service, and staff in- servicing.

D.) All purchases of products will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.

E.) Stock the necessary products, or be able to provide said items within 24 hours.

F.) Vendor must list those items which cannot be supplied to County within 24 hours, usually non-stock items which involve having to charge (if any) shipping costs to deliver within 24 hours during emergency.

G.) Providing original manufacturer items.

H.) Microcuvettes must be delivered within five (5) days maximum from the date order is placed and be compatible with the HemoPoint H2, HemoCue HB 201t-Hemoglobin Test Systems or comparable testing systems, which are utilized in all WIC and County Health clinic sites.

I.) Provide initial training and any on going support at no charge to the County throughout the term of the contract.

REQUIRED ITEMS:
The following are the minimum requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected. Approximately 18 meters will be needed and will be replaced if/and when there is an upgrade. Anticipated annual amount of tests needed, will be between 35-40 boxes of 200ct. each.

A.) Hemoglobin Analyzer (photo meter)
Must have a measurement range of: 0 – 23.5 g/dL
Have an internal electronic self-test that automatically verifies the calibration of the analyzer every time the unit is turned on, and every two hours of operation.
Use a sample volume of 10 uL.
Be capable of using capillary, venous or arterial blood.
Have an accuracy of 99% (as determined versus the ICSH reference method).
Use a double-wave length method (I.E., 570 and 880 NM) to correct for interferences due to Lipemia, Leukocytossis and other sources of turbidity.
Have internal batteries, if not, must provide batteries for the term of contract at no additional cost to the County.
Have an operating temperature range of at least 59-86 degrees Fahrenheit.
Be pre-calibrated and not require user calibration when new lots of reagents or microcuvettes are put into use.
Be part of a test system (analyzer, cuvettes, controls, reagents) that has been approved as a waived test by the center for Medicare and Medicaid (CMS) under the Clinical Laboratory Improvement Amendments (CLIA).
The Hemoglobin analyzers must meet CLIA standards for use under a waived certificate. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.
Hemoglobin testing system covered under guarantee performance policy.
Optional item: Control cuvette.

B.) Hemoglobin Microcuvettes (tests) 100-200 ct:
Must be a plastic sampling device containing reagents: sodium desoxycholate, sodium azide and sodium nitrate.
Open vials to have a shelf life of approximately 90 days and unopened vials to have a shelf life of approximately two (2) years.
Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)
Must be compatible with the HemoPoint H2, HemoCue HB 201t-Hemoglobin Test Systems or comparable testing machines.

TERMS AND CONDITIONS:

1.) The term of the requirements contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) County will seek purchases from state awarded vendors whenever it is, in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

11.) Have been in business for at least two years.

12.) 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. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, March 30, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Thursday, April 01, 2010 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY
HEALTH AND HUMAN SERVICES DEPARTMENT
"TESTING SYSTEM AND RELATED SUPPLIES"
BID NO.: 2010-071-04-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for a Testing System and Related Supplies as requested, but not limited to, in the Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions described for the following items: **FOB: Edinburg, TX.**

1.) Hemoglobin Analyzer (photo meter) Price at: $ _____

2.) Hemoglobin Microcuvettes (tests) 100 ct..... Price at: $ _____ Box of: 100 pieces
200 ct..... Price at: $ _____ Box of: 200 pieces

3.) Optional Item-Control Cuvette (With-calibrator) Price at: $_____
(Without-calibrator) Price at: $ _____

(Microcuvettes must be compatible with the HemoPoint H2, HemoCue HB 201t -Hemoglobin Test Systems or comparable testing machines that are utilized in all WIC and County Health clinic sites)

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT. ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS – COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY: EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____.
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	**OFFICE USE ONLY** Date received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:**_____**Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No
Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?:
Would you like to be provided with specifications for procurements of such products?: Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**
Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
HEALTH AND HUMAN SERVICES DEPARTMENT
"TESTING SYSTEM AND RELATED SUPPLIES"
BID NO.: 2010-071-04-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for a Testing System and Related Supplies as requested, but not limited to, in the Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions described for the following items: **FOB: Edinburg, TX.**

1.) Hemoglobin Analyzer (photo meter) Price at: $ 400.00

See Attached for Pricing

2.) Hemoglobin Microcuvettes (tests) 100 ct..... Price at: $ _____ Box of: 100 pieces
200 ct..... Price at: $ _____ Box of: 200 pieces

3.) **Optional Item**-Control Cuvette (With-calibrator) Price at: $ 0.00
(Without-calibrator) Price at: $ 0.00

4.) List all warranties for Hemoglobin Analyers See Attached

(Microcuvettes must be compatible with the HemoPoint H2, HemoCue HB 201t -Hemoglobin Test Systems or comparable testing machines that are utilized in all WIC and County Health clinic sites)

BIDDER/COMPANY NAME: Stanbio Laboratory
ADDRESS: 1261 N. Main St.
CITY/STATE/ZIP CODE: Boerne, Texas 78006
PHONE & FAX NUMBER: 866-786-6246 / 830-249-0851
E-MAIL ADDRESS: Pbrehery@stanbio.com
CELLULAR NUMBER: 210-601-5252
AUTHORIZED SIGNATURE: Pat Brehery
PRINTED NAME: PAT BREHERY
TITLE: Public Health Manager
DATE: 4-5-10

OPENED
9:52am
APR 07 2010
Witnessed

(Must be submitted with Bid Packet)

Hildago County Health and Human Services Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
Stanbio Laboratory is willing to provide the following:

Year 1 Pricing:

Product Number	Description	List Price	Proposed Price	Quantity	Total Price
3015-200	HemoPoint H2 n-x-t Microcuvettes	$295.00/box	$164.00/box for Year 1	35	$5,740.00
3015-100	HemoPoint H2 n-x-t Microcuvettes	$153.00/box	$82.00/box	N/A	N/A
1 Year Warranty	Warranty on HemoPoint H2 Analyzer (provides for replacement of meters that are determined to be defective)	$325/year/meter	$0.00/each	18	$0.00

Year 2 and Optional 3rd Year Pricing:

Product Number	Description	List Price	Proposed Price	Quantity	Total Price
3015-200	HemoPoint H2 n-x-t Microcuvettes	$295.00/box	$160.00/box Year 2 and optional 3rd year	35	$5,740.00 $5,600.00
3015-100	HemoPoint H2 n-x-t Microcuvettes	$153.00/box	$80.00/box Year 2 and optional 3rd year	N/A	N/A

Orders received at orders@stanbio.com or 830.249.0851—Normal Business Hours, 8:00am-5:00pm CST.

OPENED
9:52am
APR 07 2010
Witnessed

Rocio Villarreal

From: Susan Bagwell [SBagwell@stanbio.com]
Sent: Monday, June 07, 2010 11:03 AM
To: rocio.villarreal@co.hidalgo.tx.us
Cc: Pat Breheny
Subject: C-10-071-05-03 - Testing System and Related Supplies for Hidalgo County

Rocio Villarreal
Hidalgo County Purchasing Dept
Contracts Manager

As you requested – we are sending an amendment notice to the attachment sheet of the Bid Page for Exhibit "B", "Section Year 2 and Optional 3rd Year Pricing" to correct Total Price: Should read "$5,600.00".

Please advise if this is sufficient for your needs.

Sincerely,

Susan
Susan Bagwell
Customer Care Specialist
Tel: 866.782.6246 ext. 133
Email: sbagwell@stanbio.com

Stanbio Laboratory • 1261 North Main Street • Boerne, TX, USA 78006
Tel: 830.249.0772 • Fax: 830.249.0851 • Web: www.stanbio.com

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EXHIBIT "C"

CERTIFICATE OF INSURANCE

Client#: 88136 25STANLAB1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/01/2010

PRODUCER
BBVA Compass Ins. Agency, Inc.
7550 IH-10 West, Suite 700
San Antonio, TX 78229-5820
210 366-0671

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
Stanbio Laboratory, Inc.
1261 N. Main St.
Boerne, TX 78006

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERAL INSURANCE COMPANY	20281
INSURER B: HARTFORD INSURANCE GROUP	00914
INSURER C: HARTFORD UNDERWRITERS INS CO.	30104
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	35786026	05/15/09	05/15/10	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		X CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
		X BI/PD Ded:10,000				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
A		GEN'L AGGREGATE LIMIT APPLIES PER:	35786027	05/15/09	05/15/10	PRODUCTS - COMP/OP AGG	$5,000,000
		X POLICY PRO-JECT LOC					
B		AUTOMOBILE LIABILITY	65UECZQ2443	05/23/09	05/23/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C		X ANY AUTO	65UECZQ2442	05/23/09	05/23/10		
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
		X UNINSURED				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	79812469	05/15/09	05/15/10	EACH OCCURRENCE	$4,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$4,000,000
							$
		DEDUCTIBLE					$
		X RETENTION $ 10,000					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WEJO2234	05/15/09	05/15/10	WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Hidalgo County is Additional Insured on General Liability as required by contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L Salazar, CPPB,
Purchasing Agent
2802 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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
James Carlisle

© ACORD CORPORATION 1988

AI-38235 **12. Q.**

CC CONSENT

Meeting Date: 04/30/2013

Submitted For: Norma Longoria, Director, HC-WIC Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of payment for Invoices (set forth below) submitted by Dannenbaum Engineering Company in connection to contract #C-10-101A-10-05-AIA Agreement for: "Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4";

a) Invoice# 452501/06A/XV in the amount of $ 234.63
b) Invoice# 452501/06B/XV in the amount of $1,475.01
c) Invoice# 452501/07/XV in the amount of $1,308.92

$3,018.56

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1292-441-00-350-001-3-720

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

BUDGETARY IMPACT:

PO # 689303 for Dannenbaum Engineering Corporation. Amount available as of 4/25/2013 $6,991.73.
Less Inv# 452501/06A/XV in the amount of $ 234.63
Less Inv# 452501/06B/XV in the amount of $1,475.01
Less Inv# 452501/07/XV in the amount of $ 1,308.92

$ 3,018.56

Amount o/s pending to be paid $ 3,973.17.

Attachments

Inv# 06/06B

Inv# 452501/07/XV-DEC-WIC

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/24/2013 05:07 PM
Budget & Management	Angela Garcia	04/25/2013 08:15 AM
Obdett Calzada	Obdett Calzada	04/25/2013 09:05 AM
Auditor's Office	Angela Garcia	04/26/2013 03:04 PM
Obdett Calzada	Obdett Calzada	04/26/2013 03:15 PM

Form Started By: Letty Saenz Started On: 04/15/2013 09:00 AM

Final Approval Date: 04/26/2013

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

January 18, 2013
(Revised January 28, 2013)
(Revised April 23, 2013)

Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539

Attn: Ms. Norma Longoria, MS, LD

Ref: Hidalgo County Precinct 4 - Architectural Services
Building Repairs and/or Additions and Renovations to the W.I.C. Offices
Located in Edinburg, Texas on the North Side of Richardson Road and
East of Doolittle Road

Subj: Billing – Invoice 452501/06A/XV

Dear Ms. Longoria,

Enclosed please find Invoice 452501/06A/XV related to architectural services performed to date for the referenced project.

The billing cycle is thru May 01, 2012 to September 30, 2012.

Total Due: $234.63.

If you have any questions, please feel free to contact our office.

Sincerely,

Louis H. Jones, P.E.
President

Cc: Steve McGarraugh, AIA – Dannenbaum Engineering Company – McAllen, LLC
Richard D. Seitz, P.E. – Dannenbaum Engineering Company – McAllen, LLC
Francisco J. Montano – Dannenbaum Engineering Company – McAllen, LLC

Dannenbaum Engineering Company-McAllen LLC

Building Repairs and/or Additions and Renovations to the W.I.C. Offices Located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4

Date: January 18, 2013 Revised January 28, 2013 Revised April 23, 2013
DEC Project Number: 452501
Hidalgo County Contract No: C-10-101A-10-05
Purchase Order No: 646589

Invoice Number: 452501/06A/XV
Billing Period: 05/01/12 thru 09/30/12

Monthly Billing Statement

	Budget	Percentage Complete	Earned to Date	Previously Invoiced	Current Billing	Remaining
Schematic Design (15%)	$ 6,416.25	100%	$ 6,416.25	$ 6,416.25	$ -	$ -
Design Development (20%)	$ 8,555.00	100%	$ 8,555.00	$ 8,555.00	$ -	$ -
Construction Documents (40%)	$ 17,110.00	100%	$ 17,110.00	$ 17,110.00	$ -	$ -
Bid Phase Svs. (5%)	$ 2,138.75	100%	$ 2,138.75	$ 2,138.75	$ -	$ -
Construction Phase Svcs. (18%)	$ 7,699.50	0%	$ -	$ -	$ -	$ 7,699.50
Project Closeout (2%)	$ 855.50	0%	$ -	$ -	$ -	$ 855.50
SUBTOTALS	**$ 42,775.00**	**80%**	**$ 34,220.00**	**$ 34,220.00**	**$ -**	**$ 8,555.00**
Additional Services - Out of Scope						
Site Evaluation & Planning						
Steve McGarraugh (Timesheets Included)						
60 Hrs x $198.89/ Hr. per Schedule 'D'	$ 11,933.40					
Less Agreed Discount of $70.14/Hr.	$ (4,208.40)					
Total	$ 7,725.00	100%	$ 7,725.00	$ 7,725.00	$ -	$ -
Accessibility Plan Review (A. Covacevich)	$ 625.00	100%	$ 625.00	$ 625.00	$ -	$ -
SUBTOTALS	**$ 8,350.00**	**100%**	**$ 8,350.00**	**$ 8,350.00**	**$ -**	**$ -**
Reimbursable Expenses			$ 1,797.90	$ 1,563.27	$ 234.63	
GRAND TOTALS	**$ 51,125.00**		**$ 44,367.90**	**$ 44,133.27**	**$ 234.63**	**$ 8,555.00**

Amount Due This Invoice **$ 234.63**

452501/SLM/SV

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

January 18, 2013
(Revised January 28, 2013)
(Revised April 23, 2013)

Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539

Attn: Ms. Norma Longoria, MS, LD

Ref: Hidalgo County Precinct 4 - Architectural Services
Building Repairs and/or Additions and Renovations to the W.I.C. Offices Located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road

Subj: Billing – Invoice 452501/06B/XV

Dear Ms. Longoria,

Enclosed please find Invoice 452501/06B/XV related to architectural services performed to date for the referenced project.

The billing cycle is thru October 01, 2012 to December 31, 2012.

Total Due: $1,475.01.

If you have any questions, please feel free to contact our office.

Sincerely,

Louis H. Jones, P.E.
President

Cc: Steve McGarraugh, AIA – Dannenbaum Engineering Company – McAllen, LLC
Richard D. Seitz, P.E. – Dannenbaum Engineering Company – McAllen, LLC
Francisco J. Montano Jr. – Dannenbaum Engineering Company – McAllen, LLC

Dannenbaum Engineering Company-McAllen LLC

Building Repairs and/or Additions and Renovations to the W.I.C. Offices Located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4

Date: January 18, 2013 Revised January 28, 2013 Revised April 23, 2013
DEC Project Number: 452501
Hidalgo County Contract No: C-10-101A-10-05
Purchase Order No: 646589

Invoice Number: 452501/06B/XV
Billing Period: 10/01/12 thru 12/31/12

Monthly Billing Statement

	Budget	Percentage Complete	Earned to Date	Previously Invoiced	Current Billing	Remaining
Schematic Design (15%)	$ 6,416.25	100%	$ 6,416.25	$ 6,416.25	$ -	$ -
Design Development (20%)	$ 8,555.00	100%	$ 8,555.00	$ 8,555.00	$ -	$ -
Construction Documents (40%)	$ 17,110.00	100%	$ 17,110.00	$ 17,110.00	$ -	$ -
Bid Phase Svs. (5%)	$ 2,138.75	100%	$ 2,138.75	$ 2,138.75	$ -	$ -
Construction Phase Svcs. (18%)	$ 7,699.50	15%	$ 1,154.93	$ -	$ 1,154.93	$ 6,544.58
Project Closeout (2%)	$ 855.50	0%	$ -	$ -	$ -	$ 855.50
SUBTOTALS	**$ 42,775.00**	**83%**	**$ 35,374.93**	**$ 34,220.00**	**$ 1,154.93**	**$ 7,400.08**
Additional Services - Out of Scope						
Site Evaluation & Planning						
Steve McGarraugh (Timesheets Included)						
60 Hrs x $198.89/ Hr. per Schedule 'D'	$ 11,933.40					
Less Agreed Discount of $70.14/Hr.	$ (4,208.40)					
Total	$ 7,725.00	100%	$ 7,725.00	$ 7,725.00	$ -	$ -
Accessibility Plan Review (A. Covacevich)	$ 625.00	100%	$ 625.00	$ 625.00	$ -	$ -
SUBTOTALS	**$ 8,350.00**	**100%**	**$ 8,350.00**	**$ 8,350.00**	**$ -**	**$ -**
Reimbursable Expenses			$ 2,117.98	$ 1,797.90	$ 320.08	
GRAND TOTALS	**$ 51,125.00**		**$ 45,842.91**	**$ 44,367.90**	**$ 1,475.01**	**$ 7,400.08**

Amount Due This Invoice **$ 1,475.01**

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

February 20, 2013

Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539

Attn: Norma Longoria, MS, LD

Ref: Hidalgo County Precinct 4 - Architectural Services
Building Repairs and/or Additions and Renovations to the W.I.C. Offices
Located in Edinburg, Texas on the North Side of Richardson Road and
East of Doolittle Road

Subj: Billing – Invoice 452501/07/XV

Dear Ms. Longoria,

Enclosed is Dannenbaum Engineering Company – McAllen, LLC Invoice 452501/07/XV related to architectural services performed to date for the referenced project. We are billing for the Accessibility Plan Review.

The billing cycle is through January 01, 2013 to January 31, 2013.

Total Due: $1,308.92.

If you have any questions, please feel free to contact our office.

Sincerely,

Louis H. Jones, P.E.
President

Cc: Richard D. Seitz, P.E. – Dannenbaum Engineering Company – McAllen, LLC
Steven McGarraugh, AIA – Dannenbaum Engineering Company – McAllen, LLC
Francisco J. Montano Jr. – Dannenbaum Engineering Company – McAllen, LLC

Dannenbaum Engineering Company-McAllen LLC

Building Repairs and/or Additions and Renovations to the W.I.C. Offices Located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4

Date: February 20, 2013
DEC Project Number: 452501
Hidalgo County Contract No: C-10-101A-10-05
Purchase Order No: 646589

Invoice Number: 452501/07/XV
Billing Period: 01/01/13 thru 01/31/13

Monthly Billing Statement

	Budget	Percentage Complete	Earned to Date	Previously Invoiced	Current Billing	Remaining
Schematic Design (15%)	$ 6,416.25	100%	$ 6,416.25	$ 6,416.25	$ -	$ -
Design Development (20%)	$ 8,555.00	100%	$ 8,555.00	$ 8,555.00	$ -	$ -
Construction Documents (40%)	$ 17,110.00	100%	$ 17,110.00	$ 17,110.00	$ -	$ -
Bid Phase Svs. (5%)	$ 2,138.75	100%	$ 2,138.75	$ 2,138.75	$ -	$ -
Construction Phase Svcs. (18%)	$ 7,699.50	32%	$ 2,463.84	$ 1,154.93	$ 1,308.92	$ 5,235.66
Project Closeout (2%)	$ 855.50	0%	$ -	$ -	$ -	$ 855.50
SUBTOTALS	**$ 42,775.00**	**86%**	**$ 36,683.84**	**$ 35,374.93**	**$ 1,308.92**	**$ 6,091.16**
Additional Services - Out of Scope						
Site Evaluation & Planning						
Steve McGarraugh (Timesheets Included)						
60 Hrs x $198.89/ Hr. per Schedule 'D'	$ 11,933.40					
Less Agreed Discount of $70.14/Hr.	$ (4,208.40)					
Total	$ 7,725.00	100%	$ 7,725.00	$ 7,725.00	$ -	$ -
Accessibility Plan Review (A. Covacevich)	$ 625.00	100%	$ 625.00	$ 625.00	$ -	$ -
SUBTOTALS	**$ 8,350.00**	**100%**	**$ 8,350.00**	**$ 8,350.00**	**$ -**	**$ -**
Reimbursable Expenses			$ 2,117.98	$ 2,117.98	$ -	
GRAND TOTALS	**$ 51,125.00**		**$ 47,151.82**	**$ 45,842.91**	**$ 1,308.92**	**$ 6,091.16**

Amount Due This Invoice **$ 1,308.92**

V 274534

FOOD/SERVICES RECEIVED BY: 2-20-13

INVOICE RECEIVED BY: Margarita. Gonzalez

INVOICE NO. 2/20/13 452501/07/XV ACCT NO. WIC

P.O. NO. 689303

ACCT. NO. 3-1292-441.00.350.001-3-720

AMOUNT DUE: $ 1308.92 (P) 3/19/13

APPROVED: Norma L Lazo