# CONSENT AGENDA
# HIDALGO COUNTY
# COMMISSIONERS COURT MEETING
# November 12, 2013
# 9:30 A.M.

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

## 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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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-41759** **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.** **2013 Intradepartmental transfers:**

**A.** **AI-41655** 2013 - County Treasurer (1100)

**B.** **AI-41495** 2013 - CW Mech. Shop (1200)

**C.** **AI-41753** 2013 - Pct. 1 BCAP (1312)

**D.** **AI-41666** 2013 – Pct. #2 Administration (1200)

**E.** **AI-41697** 2013 - Pct. #2 CRC S. Tower (1100)

**F.** **AI-41489** 2013 - Pct. 3 Parks (1100)

**G.** **AI-41707** 2013 - Pct. 4 Parks (1100)

**H.** **AI-41708** 2013 - Pct. #4 Rd. Maint. (1200)

**I.** **AI-41736** 2013 - Pct. #4 New Motor Pool (1342)

**J.** **AI-41509** 2013 - Public Defender's (1100)

**K.** **AI-41608** 2013 - Texas A&M AgriLife Extension Service (1100)

**L.** **AI-41631** 2013 - Tax Office (1100)

**M.** **AI-41648** 2013 - WIC (1292)

**N.** **AI-41646** 2013 - WIC (1292)

**O.** **AI-41539** 2013 - Hidalgo County Sheriff's Office (1100)

**P.** **AI-41526** 2013 - Hidalgo County Sheriff's Office (1100)

**Q.** **AI-41671** 2013 - Sheriff's Office (1284)

**R.** **AI-41687** 2013 - County Court @ Law #8 (1100)

**S.** **AI-41696** 2013 - County Auditor's Office (1100)

**T.** **AI-41703** 2013 - County Clerk's (1100)

**U.** **AI-41704** 2013 - DBM - Workers' Comp Division (2202)

**V.** **AI-41713** 2013 - Hidalgo County Sheriff's Office (1100)

**W.** **AI-41715** 2013 - HIDTA (1291)

**X.** **AI-41492** 2013 - Facilities Management (1100)

**Y.** **AI-41723** 2013 - Facilities Management (1100)

**Z.** **AI-41719** 2013 - Justice Court Tech (1242)

**AA.** **AI-41542** 2013 - 206th District Court (1100)

**BB.** **AI-41724** 2013 - Constable Pct. #1 (1100)

**CC.** **AI-41482** 2013 - Constable Pct. 2 (1100)

**DD.** **AI-41496** 2013 – Constable Pct. #4 (1231)

**EE.** **AI-41494** 2013 – Constable Pct. #4 (1100)

**3.** **2013 Interdepartmental transfers:**

**A.** **AI-41638** Pct. 2 TxDot (1315):
Approval of 2013 interfund transfer from Certificate of Obligations 2001 (Fund 1331, Program#010) to TXDOT- Jackson (Dicker - 1.5 miles Ridge) (Fund 1315, program#025) Road Project in the amount of $ 2,500.00 to fund legal services as needed for the project.

**B.** **AI-41688** Pct. 2 Adm. (1200):
Approval of interdepartmental transfer in the amount of $10,000.00 from Pct. 2 Road Maint. to Pct. 2 Adm.

**4.** **Planning Department:**

**A.** **AI-41673** 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.** **Membership Dues:**

**A.** **AI-41333** Tax Office (1100):
Requesting approval to pay membership dues to Texas Association of Assessing Officers in the amount of $80.00 for Pablo (Paul) Villarreal Jr., with authority for the County Treasurer to issue check after review, audit and processing procedures and completed by the County Auditor.

**B.** **AI-41455** 398th District Court (1100):
Approval to pay annual membership dues to the Texas association for Court Administration for Ester Cantu, 398th District Court coordinator, in the amount of $75.00 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by county auditor.

**6.** **Budget & Management:**

**A.** **AI-41351** 1. Approval of reimbursement in the amount of $796,077.80 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 10/12/13 to 10/25/13.

| | |
|---|---|
| 10/12-18/13 | $450,719.34 |
| 10/19-25/13 | $345,358.46 |
| TOTAL | $796,077.80 |

2. Approval of wire transfer to cover claims paid.

**B.** **AI-41710** Self-Funded (2202)

Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 10/16-31/2013 in the amount of $ 76,783.81 and requesting approval of wire transfer.

**7.** **Purchasing Dept:**

**Notes:**

**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A.** **AI-41750** **Pct. 2 Old Administration Building:**

Requesting authority to enter into a 60-month new copier (capital) lease for an imageRunnerC2230 Color/Printer/Scanner through the County's membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor Canon USA Inc. c/o Canon Financial Services contract 985-L2 through requisition #244897 for the Pct. 2 Old Administration Offcie in the amount of $83.50 + $106.32 for maintenance totaling $189.82/month effective upon approval.

**B.** **AI-41755** 1. Approval of Request for Payment-Applications No. 8,9,10 in the amounts submitted by HighMark Construction Company, LLC, awarded contractor for the,"Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX"(C-12-021A-09-25), as certified for payment by project architect, Dannenbaum Engineering Company, with authority to issue payment after audit and processing procedures are completed by County Auditor.

| Company Name: | Payment Application No. | Amount: |
|---|---|---|
| HighMark Construction Company, LLC | Application No. 8 | $19,000.00 |
| | Application No. 9 (Retainage) | $23,250.00 |
| | Application No. 10 | $11,741.40 |

2. Acceptance and approval of "Certificate of Substantial Completion" from contractor, HighMark Construction Company, LLC, reflecting the completion date of November 6, 2013 for the "Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX," as submitted and certified by project architect, Dannenbaum Engineering

Company.

3. Requesting approval of payment for Invoice# 452501/13/XV in the amount of $1,471.46 submitted by Dannenbaum Engineering Company in connection to contract #C-10-101A-10-05-AIA (PO# 689303) 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

**C.** **AI-41541** Requesting authority to exercise the additional ONE (1) YEAR option to extend the (on as needed basis) agreements, under the same rates, terms and conditions with ROY'S HAULING SERVICES for Hidalgo County Precinct No. 4 (as set forth below):

a) C-12-103a-11-06- "PIT RUN CALICHE" - (Commencing, 11/18/13, Expiring, 11/17/14)
b) C-12-105-09-18- "HAULING SVCS of ALL RD MATERIAL(Excluding-HOT MIX)"-(Commencing, 11/30/13, Expiring, 11/29/14)

**D.** **AI-41301** Acceptance and approval to exercise the County's option to extend the second (2nd) and final year of the two (2)-one(1) year renewal as provided with N.T.C. Drug Testing Services Inc. for the provision of "Drug and Alcohol Testing For Hidalgo County Employees", under the same rates, terms and conditions with renewal effective date of January 1, 2014 with ending date of December 31, 2014.

**E.** **AI-41684** Acceptance and approval of Invoice #11324561 in the amount of $7,577.28 and Invoice#11324613 in the amount of $7,577.28, from L&G Consulting Engineers, Inc. contracted engineer for HCMPO Policy Meeting and HCMPO Tech Meeting. C-13-225-07-09

**F.** **AI-41573** DISTRICT CLERKS:
Requesting authority to enter into a 36-month lease thru State Awarded vendor contract # DIR-SSD-1674 a total of (5) various new copiers (capital) lease and maintenance agreement with Ricoh Americas Corporation,

One Ricoh MPC5503 in the amount of $417.94 monthly (requisition # 245356)
One Ricoh MP6002SP in the amount of $522.92 monthly (requisition # 246548)
One Ricoh MP5002SP in the amount of $237.98 monthly (requisition # 246560)
Two Ricoh MP5002SP in the amount of $213.67 monthly (requisition # 246551 & 246549)

All monthly lease payment including maintenance plan starting upon approval.

**G.** **AI-41718** 1. Requesting approval of the Commercial Alarm Monitoring Agreement as required by vendor, Superior Alarms and as awarded under TASB BuyBoard under contract #401-12;
2. Requesting approval & authority to enter into a three (3) year commercial alarm monitoring services and execute vendor's required commercial alarm monitoring agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the WIC Edinburg Offices through the requisitions 246006 and 246149 effective upon approval: A monthly charge of commercial alarm monitoring services at $15.00/monthly, monitoring fire services at $25.00 and to include one time fee of a fire dailer cost $496.00 and a labor cost of $65.00.

**H.** **AI-41501** Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County WIC Program-Lease of Office Space-City of Roma" Bid No. 2013-213-SMA including the re-advertising of project in the event no bids received and/or rejection of responses received and project is still required.

**I.** **AI-41430** Dora Lopez, Court Coordinator, Hidalgo County 92nd District Court, is formally requesting the removal of fixed assets listed in Exhibit A. All supporting documentation has been attached.

**J.** **AI-41355** ADD/DELETE FUEL CARD USERS/DRIVERS

1. DISTRICT ATTORNEY OFFICE- DELETE DRIVER

2. DISTRICT ATTORNEY OFFICE- ADD DRIVER

**AI-41759** **1.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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Information

CAPTION

**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.)

BACKGROUND

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Attachments

CK REG

Form Review

Form Started By: Monica Badillo Started On: 11/08/2013 04:08 PM

Final Approval Date: 11/08/2013

## Approval of Check Register as Summarized Below

**November 12th, 2013**

| Bank Account | Fund | Start Ck # | End Ck # | | Amount |
|---|---|---|---|---|---|
| 01 | General Fund | 388933 | 389189 | | 836,476.28 |
| 02 | Special Revenue | 389199 | 389370 | | 345,953.78 |
| 04 | Capital Projects | 15228 | 15235 | | 147,152.68 |
| 05 | Trust & Agency | 23151 | 23157 | | 207,366.26 |
| 07 | Proprietary | 5826 | 5828 | | 1,241.39 |
| 15 | Urban County | 28733 | 28753 | | 385,813.16 |
| | | | Total checks | | **1,924,003.55** |
| **Ach Withdrawals for:** | | | | | |
| General Fund | | | ITEMS: | 1 | 588,840.70 |
| Debt Service Fund | | | ITEMS: | 1 | 261,000.00 |
| Capital Project Fund | | | ITEMS: | 1 | 4,000,000.00 |
| Trust & Agency Funds | | | ITEMS: | 3 | 9,033.96 |
| | | | Total withdrawals: | | 4,858,874.66 |
| **Bank Internal Transfer for:** | | | | | |
| General Fund | | | ITEMS: | 1 | 775,949.84 |
| Special Revenue Funds | | | ITEMS: | 1 | 886.89 |
| Trust & Agency Funds | | | ITEMS: | 1 | 802.11 |
| | | | Total transfers: | | 777,638.84 |
| | | | Total electronic payments: | | 5,636,513.50 |
| | | | **Grand Total:** | | **7,560,517.05** |

**ACH Withdrawals**

| Date | To | For | From | Amount |
|---|---|---|---|---|
| 11/06/13 | Texas Class Investment Pool | Tax Office Motor Vehicle | Gerneral Fund | 588,840.70 |
| | | | **Total General** | 588,840.70 |
| 11/06/13 | Texas Class Investment | Capital Project Fund | Capital Project Fund | 4,000,000.00 |
| | | | **Total Special** | 4,000,000.00 |
| 11/06/13 | Texas Class Investment | Debt Service Fund | Debt Service Fund | 261,000.00 |
| | | | **Total Special** | 261,000.00 |
| 11/07/13 | IRS Tax Payment | Manual Check | Trust & Agency Fund | 305.89 |
| 11/05/13 | Esimpkins | 457 Reg. P/R PP22 | Trust & Agency Fund | 8,703.07 |
| 11/04/13 | Esimpkins | 457 Elected Officials PP20 | Trust & Agency Fund | 25.00 |
| | | | **Total Trust & Agency** | 9,033.96 |
| | | | **Total ACH Withdrawal** | 4,858,874.66 |

**Bank Internal Transfers**

| Date | To | For | From | Amount |
|---|---|---|---|---|
| 11/07/13 | Tax Office Motor Vehicle | Return of Principal Investment | General Fund | 775,949.84 |
| | | | **Total General** | 775,949.84 |
| 11/06/13 | Payroll Fund | Manual Payroll Ck PP23 | Special Revenue Fund | 886.89 |
| | | | **Total Special Revenue** | 886.89 |
| 11/06/13 | Special Revenue Fund | Manual Payroll Ck PP23 | Trust & Agency Fund | 802.11 |
| | | | **Total Trust & Agency** | 802.11 |
| | | | **Total Bank Transfers** | 777,638.84 |
| | | | **Grand Total** | 5,636,513.50 |

A/P Summary Check Register FPREG01A

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00388933 | 700.00 | 11/12/13 | 410195 ALANIZ, OSCAR | C |
| 01 | 00388934 | 700.00 | 11/12/13 | 201979 ALEMAN, JAIME | C |
| 01 | 00388935 | 2,450.00 | 11/12/13 | 23019 ALEXANDER, MARK | C |
| 01 | 00388936 | 1,960.00 | 11/12/13 | 375454 ALEXANDER, PAMELA S. | C |
| 01 | 00388937 | 1,482.50 | 11/12/13 | 200115 LAW OFFICES OF EDUARDO ANAYA, P.C. | C |
| 01 | 00388938 | 2,490.00 | 11/12/13 | 66702 ARIZPE, SOFIA | C |
| 01 | 00388939 | 575.00 | 11/12/13 | 329134 BARBOSA, ALBERTO | C |
| 01 | 00388940 | 600.00 | 11/12/13 | 362921 BERGH, BETH L. | C |
| 01 | 00388941 | 677.50 | 11/12/13 | 367028 CANTU-DELBOSQUE & ASSOCIATES, P.C. | C |
| 01 | 00388942 | 3,620.00 | 11/12/13 | 205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C. | C |
| 01 | 00388943 | 6,620.00 | 11/12/13 | 315532 CARLOS E. ORTEGON, P.C. | C |
| 01 | 00388944 | 1,470.00 | 11/12/13 | 404373 CAVAZOS, CHRISTOPHER P. | C |
| 01 | 00388945 | 300.00 | 11/12/13 | 348147 EDNA ESCANAME CEDILLO | C |
| 01 | 00388946 | 175.00 | 11/12/13 | 406481 CHUGANI, HITESH K. | C |
| 01 | 00388947 | 1,367.50 | 11/12/13 | 319848 COLEGIO, ROBERTO | C |
| 01 | 00388948 | 2,305.00 | 11/12/13 | 222232 LAW OFFICE OF M. TERESA CORONADO | C |
| 01 | 00388949 | 1,277.50 | 11/12/13 | 391948 LAW OFFICE OF MARLA CUELLAR | C |
| 01 | 00388950 | 3,160.00 | 11/12/13 | 413798 DE LA FUENTE & SOLIS, P.L.L.C. | C |
| 01 | 00388951 | 500.00 | 11/12/13 | 337846 DE LEON, MICHAEL R. | C |
| 01 | 00388952 | 3,850.00 | 11/12/13 | 370428 DE LUNA, MARCO A. | C |
| 01 | 00388953 | 3,552.50 | 11/12/13 | 181552 DELLA FAY PEREZ, PLLC | C |
| 01 | 00388954 | 1,080.00 | 11/12/13 | 213837 DIAZ, MELINDA | C |
| 01 | 00388955 | 1,560.00 | 11/12/13 | 322555 ESPINOSA, PILAR V. | C |
| 01 | 00388956 | 500.00 | 11/12/13 | 208809 ESQUIVEL, ROEL | C |
| 01 | 00388957 | 250.00 | 11/12/13 | 249378 OSCAR RENE FLORES, P.C. | C |
| 01 | 00388958 | 3,762.50 | 11/12/13 | 365041 RENE A. FLORES | C |
| 01 | 00388959 | 1,100.00 | 11/12/13 | 217743 LAW OFFICE OF DALINDA B. GARCIA | C |
| 01 | 00388960 | 3,715.00 | 11/12/13 | 241873 JAIME ROEL GARCIA | C |
| 01 | 00388961 | 6,350.00 | 11/12/13 | 348805 GARZA & PENA, PLLC | C |
| 01 | 00388962 | 1,275.00 | 11/12/13 | 145882 ABEL GARZA ATTORNEY AT LAW | C |
| 01 | 00388963 | 6,750.00 | 11/12/13 | 159298 GARZA, ROGELIO | C |
| 01 | 00388964 | 1,382.50 | 11/12/13 | 252743 GARZA, ROLANDO | C |
| 01 | 00388965 | 3,300.00 | 11/12/13 | 19062 GOMEZ, JOSE ANTONIO | C |
| 01 | 00388966 | 1,725.00 | 11/12/13 | 181188 GONZALES, FRANCISCO E. JR. | C |
| 01 | 00388967 | 1,050.00 | 11/12/13 | 411400 THE LAW OFFICE OF RICHARD D. GONZALES PC | C |
| 01 | 00388968 | 460.00 | 11/12/13 | 251607 LAW OFFICE OF NOEL GONZALEZ | C |
| 01 | 00388969 | 1,000.00 | 11/12/13 | 282634 LAW OFFICE OF RAUL A. GUAJARDO, P.L.L.C | C |
| 01 | 00388970 | 1,210.00 | 11/12/13 | 385158 GUERRA, ARMANDO M. | C |
| 01 | 00388971 | 250.00 | 11/12/13 | 400785 GUERRA, JUAN FRANCISCO | C |
| 01 | 00388972 | 475.00 | 11/12/13 | 376442 GUTIERREZ, ROEL | C |
| 01 | 00388973 | 1,540.00 | 11/12/13 | 304204 LAW OFFICES OF DEREK M. HARKRIDER | C |
| 01 | 00388974 | 985.00 | 11/12/13 | 412406 HELLER, URI AARON | C |
| 01 | 00388975 | 1,525.00 | 11/12/13 | 350095 HERNANDEZ, AGUSTIN JR | C |
| 01 | 00388976 | 1,592.50 | 11/12/13 | 240079 HIGDON LAW FIRM, P.C. | C |
| 01 | 00388977 | 2,602.50 | 11/12/13 | 274046 HINOJOSA, ANNETTE C. | C |
| 01 | 00388978 | 2,370.00 | 11/12/13 | 179094 JEANNE E. HOLMES, P.C. | C |
| 01 | 00388979 | 760.00 | 11/12/13 | 404217 JARVIS, JASON C. | C |
| 01 | 00388980 | 217.50 | 11/12/13 | 299219 LAW OFFICE OF ALMA R. GARZA, P.C. | C |
| 01 | 00388981 | 705.00 | 11/12/13 | 249173 UNITED STATES TREASURY | C |
| 01 | 00388982 | 420.00 | 11/12/13 | 390232 LAW OFFICE OF CARLOS R. GALVAN | C |
| 01 | 00388983 | 10,230.00 | 11/12/13 | 92096 SEPULVEDA, ELOY | C |
| 01 | 00388984 | 1,632.50 | 11/12/13 | 319309 LAW OFFICE OF TRACI LYNN EVANS | C |
| 01 | 00388985 | 935.00 | 11/12/13 | 114383 LONGORIA, DANIEL Q. | C |
| 01 | 00388986 | 800.00 | 11/12/13 | 266418 LOPEZ, MIGUEL JR. | C |
| 01 | 00388987 | 200.00 | 11/12/13 | 353582 LOPEZ, TEODULO L. JR. | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00388988 | 2,370.00 | 11/12/13 | 268879 MALDONADO, E. OMAR | C |
| 01 | 00388989 | 1,800.00 | 11/12/13 | 307742 MARTINEZ, ARMANDO P. | C |
| 01 | 00388990 | 202.50 | 11/12/13 | 282669 LAW OFFICE OF ROBERTO MEZA, JR. | C |
| 01 | 00388991 | 645.00 | 11/12/13 | 396265 ROLAND MILLER, JR. | C |
| 01 | 00388992 | 2,047.50 | 11/12/13 | 159336 LAW OFFICE OF VERONICA MONCIVAIS | C |
| 01 | 00388993 | 1,447.50 | 11/12/13 | 265543 LAW OFFICE OF DANIEL MORA, III | C |
| 01 | 00388994 | 1,607.50 | 11/12/13 | 226297 MORALES-MARTINEZ, NEREYDA | C |
| 01 | 00388995 | 660.00 | 11/12/13 | 245364 NITSCH, PATRICK A. | C |
| 01 | 00388996 | 1,445.00 | 11/12/13 | 296201 PALACIOS & ASSOCIATES, P.C. | C |
| 01 | 00388997 | 2,895.00 | 11/12/13 | 332232 PALACIOS & LOVE, ATTORNEYS AT LAW | C |
| 01 | 00388998 | 620.00 | 11/12/13 | 143456 LAW OFFICE OF GEORGE PITCHFORD | C |
| 01 | 00388999 | 1,397.50 | 11/12/13 | 209783 RAMIREZ, CARMEN B. | C |
| 01 | 00389000 | 1,350.00 | 11/12/13 | 373702 THE LAW OFFICE OF DENNIS RAMIREZ P.L.L.C | C |
| 01 | 00389001 | 600.00 | 11/12/13 | 291749 RAMIREZ, JOSE ALBINO | C |
| 01 | 00389002 | 500.00 | 11/12/13 | 159328 RAMIREZ, LUIS R. | C |
| 01 | 00389003 | 350.00 | 11/12/13 | 95982 RAMIREZ, MARIO | C |
| 01 | 00389004 | 457.50 | 11/12/13 | 145246 RAMIREZ, RUBEN | C |
| 01 | 00389005 | 675.00 | 11/12/13 | 407399 REGALADO, LUCY | C |
| 01 | 00389006 | 3,395.00 | 11/12/13 | 182273 REYES, DANIEL R. | C |
| 01 | 00389007 | 767.50 | 11/12/13 | 360279 THE LAW OFFICE OF SAMUEL REYES | C |
| 01 | 00389008 | 450.00 | 11/12/13 | 98655 RICHARD GARZA, ATTORNEY AT LAW | C |
| 01 | 00389009 | 3,605.00 | 11/12/13 | 297615 LAW OFFICE OF REGINA RICHARDSON | C |
| 01 | 00389010 | 4,110.00 | 11/12/13 | 255599 RODRIGUEZ, BERTHA ISABEL | C |
| 01 | 00389011 | 850.00 | 11/12/13 | 256463 RODRIGUEZ, JOHN J. | C |
| 01 | 00389012 | 455.00 | 11/12/13 | 248614 SAENZ, DAVID | C |
| 01 | 00389013 | 742.50 | 11/12/13 | 353477 SAHADI, JAMES M. | C |
| 01 | 00389014 | 2,150.00 | 11/12/13 | 311553 THE SANCHEZ LAW FIRM | C |
| 01 | 00389015 | 500.00 | 11/12/13 | 408247 SCHUETTE, ABIGAIL R. | C |
| 01 | 00389016 | 1,525.00 | 11/12/13 | 212725 SOLIS, JAVIER E. | C |
| 01 | 00389017 | 1,315.00 | 11/12/13 | 368067 TIJERINA LAW FIRM PC | C |
| 01 | 00389018 | 1,435.00 | 11/12/13 | 320102 LAW OFFICE OF LAURO B. TREJO III | C |
| 01 | 00389019 | 717.50 | 11/12/13 | 251186 THE VASQUEZ LAW FIRM, PC | C |
| 01 | 00389020 | 117.00 | 11/12/13 | 304638 ALVAREZ, MELISSA | C |
| 01 | 00389021 | 99.00 | 11/12/13 | 340073 BRADLEY, WESLEY | C |
| 01 | 00389022 | 6.68 | 11/12/13 | 235911 CANTU, ESTER | C |
| 01 | 00389023 | 147.00 | 11/12/13 | 230219 CASTILLEJA, SANTOS JR. | C |
| 01 | 00389024 | 343.78 | 11/12/13 | 397334 COMFORT SUITES | C |
| 01 | 00389025 | 343.78 | 11/12/13 | 397334 COMFORT SUITES | C |
| 01 | 00389026 | 343.78 | 11/12/13 | 397334 COMFORT SUITES | C |
| 01 | 00389027 | 164.00 | 11/12/13 | 192848 CONTRERAS, JESUS | C |
| 01 | 00389028 | 50.00 | 11/12/13 | 90913 ESCALON, PEDRO JR. | C |
| 01 | 00389029 | 117.00 | 11/12/13 | 387754 GONZALEZ, AMELIA | C |
| 01 | 00389030 | 100.00 | 11/12/13 | 405086 GONZALEZ, JULIO | C |
| 01 | 00389031 | 211.50 | 11/12/13 | 416525 HIGH DESERT INVESTORS, LP | C |
| 01 | 00389032 | 211.50 | 11/12/13 | 416525 HIGH DESERT INVESTORS, LP | C |
| 01 | 00389033 | 211.50 | 11/12/13 | 416525 HIGH DESERT INVESTORS, LP | C |
| 01 | 00389034 | 180.92 | 11/12/13 | 367885 ISLA GRAND BEACH RESORT | C |
| 01 | 00389035 | 180.92 | 11/12/13 | 367885 ISLA GRAND BEACH RESORT | C |
| 01 | 00389036 | 271.38 | 11/12/13 | 367885 ISLA GRAND BEACH RESORT | C |
| 01 | 00389037 | 578.36 | 11/12/13 | 172723 JACKSON, ESPIRIDION | C |
| 01 | 00389038 | 129.00 | 11/12/13 | 338702 MARTINEZ, JUAN | C |
| 01 | 00389039 | 574.63 | 11/12/13 | 320595 MIRELES, EVA | C |
| 01 | 00389040 | 597.31 | 11/12/13 | 196789 OCHOA, JOSE ISMAEL | C |
| 01 | 00389041 | 27.60 | 11/12/13 | 363804 RAMON, YVONNE | C |
| 01 | 00389042 | 117.00 | 11/12/13 | 363804 RAMON, YVONNE | C |

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| 01 | 00389043 | 117.00 | 11/12/13 | 402885 RAMOS, URIEL | C |
| 01 | 00389044 | 117.00 | 11/12/13 | 327778 SALAZAR, GLORIA | C |
| 01 | 00389045 | 225.00 | 11/12/13 | 294012 SOUTH TEXAS FIRE INVESTIGATORS ASSC. | C |
| 01 | 00389046 | 195.00 | 11/12/13 | 223794 STORZ, BARBARA C. | C |
| 01 | 00389047 | 155.00 | 11/12/13 | 36471 TEXAS COOPERATIVE EXTENSION | C |
| 01 | 00389048 | 275.00 | 11/12/13 | 96431 TACA | C |
| 01 | 00389049 | 100.00 | 11/12/13 | 292176 TEXAS STATE UNIVERSITY/SAN MARCOS | C |
| 01 | 00389050 | 174.23 | 11/12/13 | 260274 THE SAN LUIS RESORT SPA & CONFERENCE CTR | C |
| 01 | 00389051 | 174.24 | 11/12/13 | 260274 THE SAN LUIS RESORT SPA & CONFERENCE CTR | C |
| 01 | 00389052 | 99.00 | 11/12/13 | 372137 URESTE, TOMMY | C |
| 01 | 00389053 | 155.78 | 11/12/13 | 415898 VALDEZ, ANDREA ANNE | C |
| 01 | 00389054 | 225.00 | 11/12/13 | 177121 VASQUEZ, HOMER | C |
| 01 | 00389055 | 147.00 | 11/12/13 | 118397 VILLARREAL, PABLO JR. | C |
| 01 | 00389056 | 1,640.40 | 11/12/13 | 281735 COOK-JOYCE, INC. | C |
| 01 | 00389057 | 10.00 | 11/12/13 | 302856 13TH COURT OF APPEALS | C |
| 01 | 00389058 | 33.17 | 11/12/13 | 416410 AIRGAS USA, LLC | C |
| 01 | 00389059 | 281.00 | 11/12/13 | 403709 AL3 ENTERPRISES, LLC | C |
| 01 | 00389060 | 33.99 | 11/12/13 | 1864 AMIGO POWER EQUIPMENT | C |
| 01 | 00389061 | 736.65 | 11/12/13 | 302465 ARGUINDEGUI OIL CO II LTD | C |
| 01 | 00389062 | 2,073.47 | 11/12/13 | 2666 ATLAS, HALL & RODRIGUEZ, L.L.P | C |
| 01 | 00389063 | 5,647.78 | 11/12/13 | 342009 AUTOPSY SVCS & EXPERT TESTIMONY, PLLC | C |
| 01 | 00389064 | 249.00 | 11/12/13 | 418293 BELTRAN, RAFAELA | C |
| 01 | 00389065 | 320.00 | 11/12/13 | 385778 BIO-OPS, LLC. | C |
| 01 | 00389066 | 82.50 | 11/12/13 | 80217 BOOTS & JEANS | C |
| 01 | 00389067 | 5,209.04 | 11/12/13 | 402559 BORDEN DAIRY COMPANY | C |
| 01 | 00389068 | 157,905.00 | 11/12/13 | 262501 BROOKS COUNTY DETENTION CENTER | C |
| 01 | 00389069 | 1,149.86 | 11/12/13 | 153915 CDW GOVERNMENT INC. | C |
| 01 | 00389070 | 19,129.00 | 11/12/13 | 150207 CENTRAL FENCE & SUPPLY, LTD | C |
| 01 | 00389071 | 30.51 | 11/12/13 | 146846 CHAVERO, ESPERANZA | C |
| 01 | 00389072 | 390.00 | 11/12/13 | 195332 CHIEF SUPPLY, INC. | C |
| 01 | 00389073 | 938.00 | 11/12/13 | 255521 CHILDREN'S ADVOCACY CENTER OF HIDALGO | C |
| 01 | 00389074 | 21,869.23 | 11/12/13 | 6513 CITY OF EDINBURG | C |
| 01 | 00389075 | 12,912.37 | 11/12/13 | 6513 CITY OF EDINBURG | C |
| 01 | 00389076 | 844.13 | 11/12/13 | 10197 CITY OF EDINBURG | C |
| 01 | 00389077 | 121.44 | 11/12/13 | 10197 CITY OF EDINBURG | C |
| 01 | 00389078 | 86.68 | 11/12/13 | 100137 CITY OF ELSA | C |
| 01 | 00389079 | 227.60 | 11/12/13 | 6637 CITY OF MISSION | C |
| 01 | 00389080 | 242.00 | 11/12/13 | 6637 CITY OF MISSION | C |
| 01 | 00389081 | 656.36 | 11/12/13 | 390593 CLIFFORD POWER SYSTEMS, INC. | C |
| 01 | 00389082 | 4,434.02 | 11/12/13 | 403954 COLORADO BOXED BEEF CO. | C |
| 01 | 00389083 | 60.10 | 11/12/13 | 270563 CPL RETAIL ENERGY, LP | C |
| 01 | 00389084 | 40.00 | 11/12/13 | 310239 D & M CLEANERS | C |
| 01 | 00389085 | 242.20 | 11/12/13 | 86525 DELTA SPECIALTIES SUPPLY | C |
| 01 | 00389086 | 27.00 | 11/12/13 | 227153 SANTOY INVESTMENTS LLC | C |
| 01 | 00389087 | 964.00 | 11/12/13 | 355259 FAIRWAY SUPPLY INC. | C |
| 01 | 00389088 | 147.68 | 11/12/13 | 11908 FEDEX | C |
| 01 | 00389089 | 14.02 | 11/12/13 | 11908 FEDEX | C |
| 01 | 00389090 | 153.25 | 11/12/13 | 332852 FERGUSON ENTERPRISES, INC #116 | C |
| 01 | 00389091 | 227.16 | 11/12/13 | 401102 FLORES, DAVID | C |
| 01 | 00389092 | 4,226.49 | 11/12/13 | 289612 FLOWERS BAKING CO. OF SAN ANTONIO, LLC | C |
| 01 | 00389093 | 1,260.02 | 11/12/13 | 13129 FRENCH-ELLISON TRUCK CENTER | C |
| 01 | 00389094 | 874.79 | 11/12/13 | 321826 G & K SERVICE INC. | C |
| 01 | 00389095 | 585.73 | 11/12/13 | 321826 G & K SERVICE INC. | C |
| 01 | 00389096 | 128.27 | 11/12/13 | 197629 GARZA, HOMERO JUDGE | C |
| 01 | 00389097 | 2,026.62 | 11/12/13 | 13897 GATEWAY PRINTING | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
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| 01 | 00389098 | 988.87 | 11/12/13 | 13897 | GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00389099 | 19,191.27 | 11/12/13 | 13897 | GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00389100 | 482.84 | 11/12/13 | 169242 | GCR TIRE CENTER TDS | C |
| 01 | 00389101 | 239.54 | 11/12/13 | 418382 | GIBSON, BRANDON | C |
| 01 | 00389102 | 150.00 | 11/12/13 | 369225 | GLORIA FLORES INTERPRETING SERVICES | C |
| 01 | 00389103 | 1,795.83 | 11/12/13 | 210471 | GOMEZ, AGUSTIN | C |
| 01 | 00389104 | 23,384.00 | 11/12/13 | 414980 | GRASS GROWERS, INC. | C |
| 01 | 00389105 | 1,404.43 | 11/12/13 | 15253 | GULF COAST PAPER CO. | C |
| 01 | 00389106 | 11,394.19 | 11/12/13 | 15253 | GULF COAST PAPER CO. | C |
| 01 | 00389107 | 2,957.25 | 11/12/13 | 15261 | GULF DATA PRODUCTS | C |
| 01 | 00389108 | 61.02 | 11/12/13 | 379565 | GUZMAN, NORMA P. | C |
| 01 | 00389109 | 6,450.02 | 11/12/13 | 291374 | HOME DEPOT CREDIT SERVICES | C |
| 01 | 00389110 | 177.49 | 11/12/13 | 179442 | IVAN'S AUTOMOTIVE | C |
| 01 | 00389111 | 551.00 | 11/12/13 | 262447 | JOHNSON SUPPLY | C |
| 01 | 00389112 | 50.00 | 11/12/13 | 253324 | JOHNSTONE SUPPLY-PHARR | C |
| 01 | 00389113 | 333.80 | 11/12/13 | 175048 | JONES MCCLURE PUBLISHING | C |
| 01 | 00389114 | 497.00 | 11/12/13 | 115851 | LASER LUX | C |
| 01 | 00389115 | 25,020.00 | 11/12/13 | 271632 | LCS CORRECTIONS SERVICES, INC. | C |
| 01 | 00389116 | 465.80 | 11/12/13 | 380717 | LOPEZ BROTHERS DISTRIBUTION | C |
| 01 | 00389117 | 750.00 | 11/12/13 | 404462 | LOPEZ, CATALINA | C |
| 01 | 00389118 | 283.13 | 11/12/13 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00389119 | 29,278.20 | 11/12/13 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00389120 | 46.90 | 11/12/13 | 347388 | MARTINEZ, MARIO | C |
| 01 | 00389121 | 144.48 | 11/12/13 | 224529 | MCCOY'S BUILDING SUPPLY | C |
| 01 | 00389122 | 81.25 | 11/12/13 | 399086 | MELEC ENTERPRISES, LLC | C |
| 01 | 00389123 | 7,900.00 | 11/12/13 | 300675 | MEMORIAL FUNERAL HOME | C |
| 01 | 00389124 | 6,025.00 | 11/12/13 | 24406 | MERCEDES FIRE DEPT | C |
| 01 | 00389125 | 200.22 | 11/12/13 | 24996 | MISSION AUTO ELECTRIC, INC. | C |
| 01 | 00389126 | 43.50 | 11/12/13 | 401960 | MISSION QUICK LUBE, INC. | C |
| 01 | 00389127 | 758.48 | 11/12/13 | 388467 | MODEL LAUNDRY, LLC | C |
| 01 | 00389128 | 183.25 | 11/12/13 | 414492 | MOUNTAIN GLACIER, LLC | C |
| 01 | 00389129 | 165.00 | 11/12/13 | 414492 | MOUNTAIN GLACIER, LLC | C |
| 01 | 00389130 | 446.32 | 11/12/13 | 294144 | MSC INDUSTRIAL SUPPLY CO. | C |
| 01 | 00389131 | 195.00 | 11/12/13 | 251682 | NATIONAL COUNCIL OF JUVENILE & FAMILY | C |
| 01 | 00389132 | 440.90 | 11/12/13 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00389133 | 92.00 | 11/12/13 | 182834 | NTC DRUG TESTING SERVICES, INC. | C |
| 01 | 00389134 | 76.81 | 11/12/13 | 221945 | O'REILLY AUTOMOTIVE STORES, INC. | C |
| 01 | 00389135 | 331.60 | 11/12/13 | 312231 | OFFICE DEPOT | C |
| 01 | 00389136 | 9,500.00 | 11/12/13 | 151718 | PALMVIEW VOL FIRE DEPARTMENT | C |
| 01 | 00389137 | 800.00 | 11/12/13 | 418374 | PENA, KARINA | C |
| 01 | 00389138 | 178,303.68 | 11/12/13 | 342408 | PERDUE, BRANDON FIELDER, COLLINS & MOTT | C |
| 01 | 00389139 | 1,100.00 | 11/12/13 | 14966 | GREGORIO PINA, III, PH.D. | C |
| 01 | 00389140 | 165.47 | 11/12/13 | 344478 | PITNEY BOWES, INC. | C |
| 01 | 00389141 | 9,000.00 | 11/12/13 | 52272 | RAMIREZ, JOSE JR. | C |
| 01 | 00389142 | 7.56 | 11/12/13 | 304719 | REDDY ICE CORPORATION | C |
| 01 | 00389143 | 5,915.76 | 11/12/13 | 277223 | RELIANT, DEPT 0954 | C |
| 01 | 00389144 | 647.26 | 11/12/13 | 401854 | REPUBLIC SERVICES, INC. | C |
| 01 | 00389145 | 42.25 | 11/12/13 | 291463 | RGV PIZZA HUT, LLC | C |
| 01 | 00389146 | 1,515.50 | 11/12/13 | 399566 | RICOH USA, INC. | C |
| 01 | 00389147 | 45.00 | 11/12/13 | 213012 | ROBERTO C. RUIZ, M.D. | C |
| 01 | 00389148 | 236.50 | 11/12/13 | 233846 | ROCHESTER ARMORED CAR CO.,INC. | C |
| 01 | 00389149 | 3,201.35 | 11/12/13 | 269123 | RUSH TRUCK CENTERS OF TEXAS, LP | C |
| 01 | 00389150 | 15.60 | 11/12/13 | 268674 | S.A.M. CAFE | C |
| 01 | 00389151 | 84.82 | 11/12/13 | 304131 | SAENZ HARDWARE | C |
| 01 | 00389152 | 12,524.71 | 11/12/13 | 294004 | SANOFI PASTEUR, INC | C |

| Bank | Check No | Amount | Date | Vendor | Type |
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| 01 | 00389153 | 25.11 | 11/12/13 | 388904 SEMPCO X-RAY INC. | C |
| 01 | 00389154 | 279.15 | 11/12/13 | 34282 SHERWIN WILLIAMS CO. | C |
| 01 | 00389155 | 125.70 | 11/12/13 | 34282 SHERWIN-WILLIAMS COMPANY | C |
| 01 | 00389156 | 640.38 | 11/12/13 | 184241 SHORELINE, INC. | C |
| 01 | 00389157 | 266.02 | 11/12/13 | 393479 SILVA, ANTONIO | C |
| 01 | 00389158 | 344.95 | 11/12/13 | 35173 SPIKES MOTOR COMPANY | C |
| 01 | 00389159 | 95.94 | 11/12/13 | 210501 SPRINT | C |
| 01 | 00389160 | 8,702.90 | 11/12/13 | 319449 STAPLES ADVANTAGE | C |
| 01 | 00389161 | 95.67 | 11/12/13 | 336319 SUPERIOR OIL EXPRESS | C |
| 01 | 00389162 | 88.00 | 11/12/13 | 244171 TDCAA | C |
| 01 | 00389163 | 1,100.00 | 11/12/13 | 36471 TEXAS AGRILIFE EXTENSION SERVICE | C |
| 01 | 00389164 | 6,107.09 | 11/12/13 | 37079 TEXAS PARKS & WILDLIFE DEPARTMENT | C |
| 01 | 00389165 | 295.00 | 11/12/13 | 258598 THE PRODUCTIVITY CENTER, INC. | C |
| 01 | 00389166 | 2,482.58 | 11/12/13 | 211672 THORNTON, BIECHLIN, SEGRATO, REYNOLDS & | C |
| 01 | 00389167 | 150.18 | 11/12/13 | 38873 TRUCKERS EQUIPMENT INC. | C |
| 01 | 00389168 | 292.34 | 11/12/13 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00389169 | 7,471.83 | 11/12/13 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00389170 | 6,294.54 | 11/12/13 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00389171 | 266.53 | 11/12/13 | 155284 UNITED PARCEL SERVICE | C |
| 01 | 00389172 | 119.00 | 11/12/13 | 132799 VALLEY OUTDOOR POWER EQUIPMENT, INC. | C |
| 01 | 00389173 | 38.76 | 11/12/13 | 122491 VALLEY TRUCK CENTERS INC. | C |
| 01 | 00389174 | 37.99 | 11/12/13 | 287024 VERIZON WIRELESS | C |
| 01 | 00389175 | 4,695.60 | 11/12/13 | 358681 VICTORIA COUNTY JUVENILE SERVICES | C |
| 01 | 00389176 | 402.50 | 11/12/13 | 208078 VIDEO SOUND & LIGHT ENTERPRISES INC. | C |
| 01 | 00389177 | 735.87 | 11/12/13 | 40991 GRAINGER | C |
| 01 | 00389178 | 74.34 | 11/12/13 | 179337 WASTE MANAGEMENT OF TEXAS, INC. | C |
| 01 | 00389179 | 55.00 | 11/12/13 | 418358 WAUSHARA COUNTY SHERIFF'S OFFICE | C |
| 01 | 00389180 | 369.78 | 11/12/13 | 78344 WEAKS MARTIN IMPLEMENT CO., INC. | C |
| 01 | 00389181 | 401.55 | 11/12/13 | 78344 WEAKS MARTIN IMPLEMENT CO., INC. | C |
| 01 | 00389182 | 3,786.42 | 11/12/13 | 179701 WESLACO FORD, LLP | C |
| 01 | 00389183 | 50.50 | 11/12/13 | 41548 WEST PUBLISHING CORPORATION | C |
| 01 | 00389184 | 362.38 | 11/12/13 | 348376 WESTERN DETENTION PRODUCTS, INC. | C |
| 01 | 00389185 | 76.99 | 11/12/13 | 228613 WILLIE B'S BBQ #2 | C |
| 01 | 00389186 | 110.00 | 11/12/13 | 242969 WILSON C. SY, M.D. | C |
| 01 | 00389187 | 2,250.42 | 11/12/13 | 42129 XEROX CORPORATION | C |
| 01 | 00389188 | 4,500.00 | 11/12/13 | 399728 BIC DEVELOPMENT CORP. | C |
| 01 | 00389189 | 15,000.00 | 11/12/13 | 309257 GARCO, LTD | C |
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| 02 | 00389199 | 248.40 | 11/12/13 | 384437 AT&T EXECUTIVE EDUCATION & CONFERENCE CT | C |
| 02 | 00389200 | 248.40 | 11/12/13 | 384437 AT&T EXECUTIVE EDUCATION & CONFERENCE CT | C |
| 02 | 00389201 | 108.00 | 11/12/13 | 312258 MUNOZ, DORA L. | C |
| 02 | 00389202 | 140.00 | 11/12/13 | 372501 RODRIGUEZ, RODOLFO | C |
| 02 | 00389203 | 155.00 | 11/12/13 | 36471 TEXAS COOPERATIVE EXTENSION | C |
| 02 | 00389204 | 155.00 | 11/12/13 | 36471 TEXAS COOPERATIVE EXTENSION | C |
| 02 | 00389205 | 1,785.00 | 11/12/13 | 194336 THE UNIVERSITY OF TEXAS-PAN AMERICAN | C |
| 02 | 00389206 | 35,900.26 | 11/12/13 | 125717 FRONTERA MATERIALS, INC. | C |
| 02 | 00389207 | 1,630.00 | 11/12/13 | 275026 L & R PRECAST CONCRETE WORKS, INC. | C |
| 02 | 00389208 | 6,750.00 | 11/12/13 | 100102 LEONEL GARZA, JR. & ASSOCIATES LLC | C |
| 02 | 00389209 | 3,893.37 | 11/12/13 | 256951 MARTIN MARIETTA MATERIALS | C |
| 02 | 00389210 | 2,137.50 | 11/12/13 | 284009 MILLENNIUM ENGINEERS GROUP, INC. | C |
| 02 | 00389211 | 1,328.25 | 11/12/13 | 172472 RABA KISTNER, INC. | C |
| 02 | 00389212 | 1,247.95 | 11/12/13 | 172472 RABA KISTNER, INC. | C |
| 02 | 00389213 | 2,320.00 | 11/12/13 | 299014 AMAYA, JERRY | C |
| 02 | 00389214 | 31.46 | 11/12/13 | 328626 AT&T | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
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| 02 | 00389215 | 31.46 | 11/12/13 | 328626 | AT&T | C |
| 02 | 00389216 | 29.41 | 11/12/13 | 328626 | AT&T | C |
| 02 | 00389217 | 2,158.37 | 11/12/13 | 328626 | AT&T | C |
| 02 | 00389218 | 51.68 | 11/12/13 | 328626 | AT&T | C |
| 02 | 00389219 | 31.30 | 11/12/13 | 328626 | AT&T | C |
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| 02 | 00389221 | 632.36 | 11/12/13 | 328626 | AT&T | C |
| 02 | 00389222 | 58.82 | 11/12/13 | 328626 | AT&T | C |
| 02 | 00389223 | 491.25 | 11/12/13 | 4561 | BUSTER LIND PRODUCE | C |
| 02 | 00389224 | 145.00 | 11/12/13 | 224421 | CAMPOS, LESLIE G. | C |
| 02 | 00389225 | 232.28 | 11/12/13 | 179272 | CANON USA, INC. | C |
| 02 | 00389226 | 258.30 | 11/12/13 | 416754 | CAST SHEET METAL, LLC | C |
| 02 | 00389227 | 660.30 | 11/12/13 | 343277 | CITIBANK | C |
| 02 | 00389228 | 92.97 | 11/12/13 | 229334 | CITY OF DONNA | C |
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| 02 | 00389230 | 61.94 | 11/12/13 | 10197 | CITY OF EDINBURG | C |
| 02 | 00389231 | 55.77 | 11/12/13 | 6696 | CITY OF PHARR | C |
| 02 | 00389232 | 172.65 | 11/12/13 | 398756 | CITY OF RIO GRANDE CITY | C |
| 02 | 00389233 | 65.62 | 11/12/13 | 258385 | DISH | C |
| 02 | 00389234 | 173.33 | 11/12/13 | 275875 | EAN HOLDINGS, LLC | C |
| 02 | 00389235 | 109.20 | 11/12/13 | 336459 | EARTHGRAINS BAKING CO'S INC. | C |
| 02 | 00389236 | 100.00 | 11/12/13 | 94986 | ELISA G. SANCHEZ, M.D. | C |
| 02 | 00389237 | 264.00 | 11/12/13 | 188158 | FILTERS FIRST D/B/A AIR FILTER COMPANY | C |
| 02 | 00389238 | 134.92 | 11/12/13 | 193143 | G-DINGLE, ROSALINDA | C |
| 02 | 00389239 | 179.00 | 11/12/13 | 280224 | GARCIA, JESUS | C |
| 02 | 00389240 | 9.00 | 11/12/13 | 418366 | GARCIA, PATRICIA HERNANDEZ | C |
| 02 | 00389241 | 250.00 | 11/12/13 | 400548 | GARZA, MIGUEL A. | C |
| 02 | 00389242 | 272.65 | 11/12/13 | 283622 | GARZA, SANDRA | C |
| 02 | 00389243 | 1,515.65 | 11/12/13 | 13897 | GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 02 | 00389244 | 7,333.46 | 11/12/13 | 15253 | GULF COAST PAPER CO. | C |
| 02 | 00389245 | 3,275.00 | 11/12/13 | 296627 | HENRY SCHEIN, INC. | C |
| 02 | 00389246 | 165.20 | 11/12/13 | 129763 | OAK FARMS - SAN ANTONIO | C |
| 02 | 00389247 | 880.00 | 11/12/13 | 342246 | METROPLEX CONTROL SYSTEMS, INC. | C |
| 02 | 00389248 | 285.00 | 11/12/13 | 187933 | J.A. LOPEZ, M.D. & ASSOC. | C |
| 02 | 00389249 | 535.00 | 11/12/13 | 267783 | JAIME RODRIGUEZ, O.D. | C |
| 02 | 00389250 | 1,145.03 | 11/12/13 | 119784 | LABATT FOOD SERVICE | C |
| 02 | 00389251 | 112.82 | 11/12/13 | 23825 | MCALLEN PUBLIC UTILITY | C |
| 02 | 00389252 | 2,296.72 | 11/12/13 | 251518 | MIKE'S PLUMBING & ELECTRICAL, INC. | C |
| 02 | 00389253 | 52.26 | 11/12/13 | 138479 | MILITARY HIGHWAY WATER SUPPLY CORP. | C |
| 02 | 00389254 | 1,112.77 | 11/12/13 | 125334 | MINGO'S CAR KLINIC & DETAILING | C |
| 02 | 00389255 | 430.89 | 11/12/13 | 24996 | MISSION AUTO ELECTRIC, INC. | C |
| 02 | 00389256 | 248.55 | 11/12/13 | 153842 | NICHO PRODUCE CO, INC | C |
| 02 | 00389257 | 405.86 | 11/12/13 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 02 | 00389258 | 178.49 | 11/12/13 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 02 | 00389259 | 302.38 | 11/12/13 | 25895 | NORTH ALAMO WATER SUPPLY CORP | C |
| 02 | 00389260 | 5,699.85 | 11/12/13 | 312231 | OFFICE DEPOT | C |
| 02 | 00389261 | 18,391.25 | 11/12/13 | 220779 | PHILPOTT MOTORS | C |
| 02 | 00389262 | 52.50 | 11/12/13 | 381608 | PINA, OMAR | C |
| 02 | 00389263 | 156.00 | 11/12/13 | 216267 | PONCE, DAVID | C |
| 02 | 00389264 | 8,338.83 | 11/12/13 | 277223 | RELIANT, DEPT 0954 | C |
| 02 | 00389265 | 434.87 | 11/12/13 | 277223 | RELIANT, DEPT 0954 | C |
| 02 | 00389266 | 44.00 | 11/12/13 | 31003 | RIO GRANDE PLUMBING SUPPLY INC. | C |
| 02 | 00389267 | 9.00 | 11/12/13 | 353418 | RIVAS, NORA | C |
| 02 | 00389268 | 156.00 | 11/12/13 | 263435 | ROSALES, ALVA RUBY | C |
| 02 | 00389269 | 272.65 | 11/12/13 | 285625 | RUBIO, EVANGELINA | C |

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|---|---|---|---|---|---|
| 02 | 00389270 | 106.00 | 11/12/13 | 417742 RUBIO, SILVESTRE JR. | C |
| 02 | 00389271 | 535.50 | 11/12/13 | 211109 SAFEGUARD UNIVERSAL B.F. & S. | C |
| 02 | 00389272 | 559.52 | 11/12/13 | 294004 SANOFI PASTEUR, INC | C |
| 02 | 00389273 | 4,962.00 | 11/12/13 | 294004 SANOFI PASTEUR, INC | C |
| 02 | 00389274 | 136.53 | 11/12/13 | 34088 SHARYLAND WATER SUPPLY CORP | C |
| 02 | 00389275 | 49,770.00 | 11/12/13 | 184012 SOUTHWEST KEY PROGRAMS, INC. | C |
| 02 | 00389276 | 47.47 | 11/12/13 | 210501 SPRINT | C |
| 02 | 00389277 | 125.00 | 11/12/13 | 133655 SUPERIOR ALARMS | C |
| 02 | 00389278 | 480.00 | 11/12/13 | 95907 TEXAS ASSOCIATION OF WIC DIRECTORS | C |
| 02 | 00389279 | 272.65 | 11/12/13 | 379212 TREVINO, NANCY P | C |
| 02 | 00389280 | 12.09 | 11/12/13 | 308935 VARGAS, IRENE G | C |
| 02 | 00389281 | 377.26 | 11/12/13 | 251577 VERIZON SOUTHWEST | C |
| 02 | 00389282 | 234.89 | 11/12/13 | 287024 VERIZON WIRELESS | C |
| 02 | 00389283 | 9.00 | 11/12/13 | 362352 VOS, PATRICIA | C |
| 02 | 00389284 | 842.08 | 11/12/13 | 328308 ZAVALA, RICARDO | C |
| 02 | 00389285 | 264.00 | 11/12/13 | 89885 ACTION HYDRAULIC HOSES, ETC. | C |
| 02 | 00389286 | 1,888.00 | 11/12/13 | 401374 AIM MEDIA TEXAS OPERATING, LLC | C |
| 02 | 00389287 | 96.41 | 11/12/13 | 416410 AIRGAS USA, LLC | C |
| 02 | 00389288 | 110.76 | 11/12/13 | 177199 AMERICAN INDUSTRIAL SUPPLIES & TOOL | C |
| 02 | 00389289 | 1,038.16 | 11/12/13 | 1864 AMIGO POWER EQUIPMENT | C |
| 02 | 00389290 | 1,807.23 | 11/12/13 | 1961 ANDERSON EQUIPMENT CO INC | C |
| 02 | 00389291 | 630.00 | 11/12/13 | 199362 ANRIGE, INC. | C |
| 02 | 00389292 | 73,789.18 | 11/12/13 | 302465 ARGUINDEGUI OIL CO II LTD | C |
| 02 | 00389293 | 510.00 | 11/12/13 | 236209 ARROW - MAGNOLIA INTERNATIONAL INC | C |
| 02 | 00389294 | 194.40 | 11/12/13 | 337412 AUTOZONE | C |
| 02 | 00389295 | 1,105.64 | 11/12/13 | 3816 BILL BUNTON AUTO SUPPLY & MACHINE INC. | C |
| 02 | 00389296 | 1,046.00 | 11/12/13 | 365432 BOGLE, RICK & ANNETTE | C |
| 02 | 00389297 | 62.00 | 11/12/13 | 4057 BORDER ENGINE REBUILDERS & DIESEL SVCS | C |
| 02 | 00389298 | 28.05 | 11/12/13 | 4537 BURTON AUTO SUPPLY, INC. | C |
| 02 | 00389299 | 20.94 | 11/12/13 | 43265 CAMCO WHEEL & AXLE | C |
| 02 | 00389300 | 405.00 | 11/12/13 | 265241 CCH INCORPORATED | C |
| 02 | 00389301 | 293.77 | 11/12/13 | 153915 CDW GOVERNMENT INC. | C |
| 02 | 00389302 | 59.97 | 11/12/13 | 6696 CITY OF PHARR | C |
| 02 | 00389303 | 527.25 | 11/12/13 | 169447 CITY OF WESLACO | C |
| 02 | 00389304 | 788.00 | 11/12/13 | 390267 COPY-RITE DIGITAL PRINT AND DESIGN, LLC | C |
| 02 | 00389305 | 386.21 | 11/12/13 | 86525 DELTA SPECIALTIES SUPPLY | C |
| 02 | 00389306 | 33.90 | 11/12/13 | 86525 DELTA SPECIALTIES SUPPLY | C |
| 02 | 00389307 | 48.32 | 11/12/13 | 258385 DISH | C |
| 02 | 00389308 | 488.82 | 11/12/13 | 324493 DOGGETT HEAVY MACHINERY SERVICES LLC | C |
| 02 | 00389309 | 14.50 | 11/12/13 | 227153 SANTOY INVESTMENTS LLC | C |
| 02 | 00389310 | 10,893.33 | 11/12/13 | 125717 FRONTERA MATERIALS, INC. | C |
| 02 | 00389311 | 1,697.86 | 11/12/13 | 13161 SOUTH TEXAS DIESEL SERVICE, INC. | C |
| 02 | 00389312 | 17.00 | 11/12/13 | 321826 G & K SERVICE INC. | C |
| 02 | 00389313 | 4.20 | 11/12/13 | 321826 G & K SERVICE INC. | C |
| 02 | 00389314 | 2,250.00 | 11/12/13 | 403172 GALLEGOS, MARIA | C |
| 02 | 00389315 | 900.00 | 11/12/13 | 57622 GARZA, ALMA A. C.S.R. | C |
| 02 | 00389316 | 393.77 | 11/12/13 | 169242 GCR TIRE CENTER TDS | C |
| 02 | 00389317 | 386.18 | 11/12/13 | 15253 GULF COAST PAPER CO. | C |
| 02 | 00389318 | 44.25 | 11/12/13 | 15261 GULF DATA PRODUCTS | C |
| 02 | 00389319 | 2,304.76 | 11/12/13 | 242101 H & V EQUIPMENT, INC. | C |
| 02 | 00389320 | 1,266.29 | 11/12/13 | 319465 HEINZ, SHEILA E. | C |
| 02 | 00389321 | 793.07 | 11/12/13 | 94366 HOLT TEXAS, LTD. DBA HOLT CAT | C |
| 02 | 00389322 | 4,869.12 | 11/12/13 | 405078 INDUSTRIAL DISTRIBUTION GROUP | C |
| 02 | 00389323 | 145.88 | 11/12/13 | 18244 JAMES PUBLISHING INC. | C |
| 02 | 00389324 | 104.70 | 11/12/13 | 20362 KNOWLES PUBLISHING, INC. | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 02 | 00389325 | 335.56 | 11/12/13 | 279293 LEXISNEXIS MATTHEW BENDER | C |
| 02 | 00389326 | 15.90 | 11/12/13 | 21598 LODICO ELECTRONIC SERVICE | C |
| 02 | 00389327 | 294.04 | 11/12/13 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 02 | 00389328 | 104.34 | 11/12/13 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 02 | 00389329 | 6,609.55 | 11/12/13 | 256951 MARTIN MARIETTA MATERIALS | C |
| 02 | 00389330 | 2,603.63 | 11/12/13 | 256951 MARTIN MARIETTA MATERIALS | C |
| 02 | 00389331 | 131.84 | 11/12/13 | 224529 MCCOY'S BUILDING SUPPLY | C |
| 02 | 00389332 | 124.69 | 11/12/13 | 399086 MELEC ENTERPRISES, LLC | C |
| 02 | 00389333 | 382.71 | 11/12/13 | 24996 MISSION AUTO ELECTRIC, INC. | C |
| 02 | 00389334 | 254.22 | 11/12/13 | 388467 MODEL LAUNDRY, LLC | C |
| 02 | 00389335 | 7,031.25 | 11/12/13 | 283827 MOTOROLA SOLUTIONS, INC. | C |
| 02 | 00389336 | 438.15 | 11/12/13 | 414492 MOUNTAIN GLACIER, LLC | C |
| 02 | 00389337 | 3,195.00 | 11/12/13 | 371815 MR. VICTORS AUTO 8 TRAILER SALES | C |
| 02 | 00389338 | 3,030.30 | 11/12/13 | 195545 NUECES POWER EQUIPMENT | C |
| 02 | 00389339 | 1,488.69 | 11/12/13 | 221945 O'REILLY AUTOMOTIVE STORES, INC. | C |
| 02 | 00389340 | 14.74 | 11/12/13 | 27057 OFFICE COMMUNICATIONS SYSTEMS, INC. | C |
| 02 | 00389341 | 43.50 | 11/12/13 | 91987 PUEBLO TIRES LTD | C |
| 02 | 00389342 | 14.50 | 11/12/13 | 315486 RADIADORES DEL VALLE | C |
| 02 | 00389343 | 62.00 | 11/12/13 | 156876 RAM TRUCK SERVICE, INC. | C |
| 02 | 00389344 | 35.71 | 11/12/13 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00389345 | 2,235.34 | 11/12/13 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00389346 | 125.00 | 11/12/13 | 377627 RENE'S STARTER & ALTERNATOR | C |
| 02 | 00389347 | 995.74 | 11/12/13 | 31003 RIO GRANDE PLUMBING SUPPLY INC. | C |
| 02 | 00389348 | 570.00 | 11/12/13 | 224278 WELLS FARGO BANK, N.A. | C |
| 02 | 00389349 | 1,537.95 | 11/12/13 | 283797 ROMCO EQUIPMENT CO. | C |
| 02 | 00389350 | 3,410.25 | 11/12/13 | 269123 RUSH TRUCK CENTERS OF TEXAS, LP | C |
| 02 | 00389351 | 257.72 | 11/12/13 | 304131 SAENZ HARDWARE | C |
| 02 | 00389352 | 25.00 | 11/12/13 | 93963 SAFETY-KLEEN SYSTEMS, INC. | C |
| 02 | 00389353 | 18.00 | 11/12/13 | 399981 SANCHEZ, ROBERT | C |
| 02 | 00389354 | 560.71 | 11/12/13 | 382639 SERVICEWEAR APPAREL INC | C |
| 02 | 00389355 | 628.62 | 11/12/13 | 35173 SPIKES MOTOR COMPANY | C |
| 02 | 00389356 | 5,191.49 | 11/12/13 | 210501 SPRINT | C |
| 02 | 00389357 | 395.25 | 11/12/13 | 319449 STAPLES ADVANTAGE | C |
| 02 | 00389358 | 61.14 | 11/12/13 | 336319 SUPERIOR OIL EXPRESS | C |
| 02 | 00389359 | 196.01 | 11/12/13 | 231924 TIME WARNER CABLE | C |
| 02 | 00389360 | 52.04 | 11/12/13 | 231924 TIME WARNER CABLE | C |
| 02 | 00389361 | 4,216.12 | 11/12/13 | 302007 TIRE CENTERS, LLC | C |
| 02 | 00389362 | 1,553.10 | 11/12/13 | 38873 TRUCKERS EQUIPMENT INC. | C |
| 02 | 00389363 | 6,015.90 | 11/12/13 | 39853 VALLEY CALICHE PRODUCTS, INC. | C |
| 02 | 00389364 | 270.00 | 11/12/13 | 132799 VALLEY OUTDOOR POWER EQUIPMENT, INC. | C |
| 02 | 00389365 | 61.44 | 11/12/13 | 40991 W. W. GRAINGER INC. | C |
| 02 | 00389366 | 148.68 | 11/12/13 | 179337 WASTE MANAGEMENT OF TEXAS, INC. | C |
| 02 | 00389367 | 293.47 | 11/12/13 | 78344 WEAKS MARTIN IMPLEMENT CO., INC. | C |
| 02 | 00389368 | 39.75 | 11/12/13 | 254207 WILLACY COOP | C |
| 02 | 00389369 | 220.00 | 11/12/13 | 220833 WINDSHIELDS XPRESS | C |
| 02 | 00389370 | 1,720.96 | 11/12/13 | 42129 XEROX CORPORATION | C |
| **Total Bank No 02** | | **345,953.78** | | | |
| 04 | 00015228 | 3,111.64 | 11/12/13 | 187585 ROY'S HAULING SERVICE | C |
| 04 | 00015229 | 233.67 | 11/12/13 | 256951 MARTIN MARIETTA MATERIALS | C |
| 04 | 00015230 | 568.93 | 11/12/13 | 196681 MCCOY'S BUILDING SUPPLY CTR #33 | C |
| 04 | 00015231 | 86,340.18 | 11/12/13 | 234443 R. GUTIERREZ ENGINEERING CORPORATION | C |
| 04 | 00015232 | 6,460.80 | 11/12/13 | 224278 WELLS FARGO BANK, N.A. | C |
| 04 | 00015233 | 3,859.72 | 11/12/13 | 187585 ROY'S HAULING SERVICE | C |
| 04 | 00015234 | 5,102.20 | 11/12/13 | 262366 STARR TELECOMMUNICATIONS, ETC. | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 04 | 00015235 | 41,475.54 | 11/12/13 | 227889 TEDSI INFRASTRUCTURE GROUP | C |
| **Total Bank No 04** | | **147,152.68** | | | |
| 05 | 00023151 | 18,312.33 | 11/12/13 | 217972 ALLSTATE WORKPLACE DIVISION | C |
| 05 | 00023152 | 694.00 | 11/12/13 | 311057 BALLI, IRMA | C |
| 05 | 00023153 | 6,374.25 | 11/12/13 | 388645 FORT DEARBORN LIFE INSURANCE COMPANY | C |
| 05 | 00023154 | 72,693.32 | 11/12/13 | 298611 HUMANADENTAL INSURANCE CO. | C |
| 05 | 00023155 | 61,020.08 | 11/12/13 | 406694 TRANSAMERICA LIFE INSURANCE COMPANY | C |
| 05 | 00023156 | 27,618.28 | 11/12/13 | 368059 UNUM LIFE INSURANCE COMPANY OF AMERICA | C |
| 05 | 00023157 | 20,654.00 | 11/12/13 | 406708 VISION SERVICE PLAN INSURANCE COMPANY | C |
| **Total Bank No 05** | | **207,366.26** | | | |
| 07 | 00005826 | 143.83 | 11/12/13 | 179442 IVAN'S AUTOMOTIVE | C |
| 07 | 00005827 | 355.35 | 11/12/13 | 27057 OFFICE COMMUNICATIONS SYSTEMS | C |
| 07 | 00005828 | 742.21 | 11/12/13 | 312231 OFFICE DEPOT | C |
| **Total Bank No 07** | | **1,241.39** | | | |
| 15 | 00028733 | 26,200.00 | 11/12/13 | 216119 AFFORDABLE HOMES OF SOUTH TEXAS, INC. | C |
| 15 | 00028734 | 246.35 | 11/12/13 | 369837 AVILA, PATRICIO R. | C |
| 15 | 00028735 | 1,492.03 | 11/12/13 | 344311 BOYS & GIRLS CLUB OF PHARR | C |
| 15 | 00028736 | 360.35 | 11/12/13 | 153915 CDW GOVERNMENT, INC. | C |
| 15 | 00028737 | 10,175.40 | 11/12/13 | 255521 CHILDREN'S ADVOCACY CENTER OF HIDALGO | C |
| 15 | 00028738 | 1,081.78 | 11/12/13 | 122734 CITY OF ALTON | C |
| 15 | 00028739 | 122.77 | 11/12/13 | 10197 CITY OF EDINBURG | C |
| 15 | 00028740 | 4,997.55 | 11/12/13 | 76856 CITY OF LA JOYA | C |
| 15 | 00028741 | 112,812.64 | 11/12/13 | 373516 E-CON GROUP, LLC | C |
| 15 | 00028742 | 3,030.00 | 11/12/13 | 383465 EASTER SEALS RIO GRANDE VALLEY, INC. | C |
| 15 | 00028743 | 129,269.24 | 11/12/13 | 125717 FRONTERA MATERIALS, INC | C |
| 15 | 00028744 | 646.25 | 11/12/13 | 344036 GARZA, IRMA | C |
| 15 | 00028745 | 883.24 | 11/12/13 | 211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI | C |
| 15 | 00028746 | 56,597.87 | 11/12/13 | 344834 HIDALGO COUNTY TREASURER | C |
| 15 | 00028747 | 3,364.99 | 11/12/13 | 343951 LA UNION DEL PUEBLO ENTERO | C |
| 15 | 00028748 | 19,632.53 | 11/12/13 | 78913 LOWER R.G.V. DEVELOPMENT COUNCIL | C |
| 15 | 00028749 | 8,108.11 | 11/12/13 | 256951 MARTIN MARIETTA MATERIALS | C |
| 15 | 00028750 | 18.00 | 11/12/13 | 414492 MOUNTAIN GLACIER, LLC | C |
| 15 | 00028751 | 600.00 | 11/12/13 | 343978 THE PENSION COMPANY | C |
| 15 | 00028752 | 6,002.06 | 11/12/13 | 169498 URBAN COUNTY PROGRAM | C |
| 15 | 00028753 | 172.00 | 11/12/13 | 287024 VERIZON WIRELESS | C |
| **Total Bank No 15** | | **385,813.16** | | | |

| | |
|---|---|
| Total Hand Checks (Including Hand Voids) | .00 |
| Total Computer Checks (Including Computer Voids) | 1,924,003.55 |
| Total ACH Checks (Including Voids) | .00 |
| Total Computer Voids | .00 |
| Total Hand Voids | .00 |
| Total ACH Voids | .00 |
| **Grand Total:** | **1,924,003.55** |

| Batch Yr | Batch No | Amount |
|---|---|---|
| **13** | **005936** | **45,945.55** |
| **13** | **005944** | **8,640.00** |
| **13** | **005945** | **18,250.00** |
| **13** | **005946** | **15,932.50** |
| **13** | **005947** | **24,410.00** |
| **13** | **005948** | **25,477.50** |
| **13** | **005949** | **31,915.00** |
| **13** | **005950** | **22,005.00** |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| **13** | **005958** | **198,568.77** | | | |
| **13** | **005962** | **78,915.24** | | | |
| **13** | **005964** | **29,632.83** | | | |
| **13** | **005966** | **10,122.69** | | | |
| **13** | **005967** | **7,595.08** | | | |
| **13** | **005968** | **24,312.37** | | | |
| **13** | **005969** | **117,982.29** | | | |
| **13** | **005970** | **54,165.81** | | | |
| **13** | **005971** | **25,019.40** | | | |
| **13** | **005972** | **56,850.14** | | | |
| **13** | **005976** | **431,020.26** | | | |
| **13** | **005977** | **27,398.43** | | | |
| **13** | **005978** | **29,666.08** | | | |
| **13** | **005986** | **31,216.26** | | | |
| **13** | **006012** | **3,111.64** | | | |
| **13** | **006016** | **385,813.16** | | | |
| **13** | **006023** | **200,537.55** | | | |
| **13** | **006037** | **19,500.00** | | | |

**AI-41655** **2013 Intradept. (line item)Transfers 2. A.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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

Department: TREASURER'S OFFICE

## Information

CAPTION

2013 - County Treasurer (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 11/8/13.

## Attachments

transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/06/2013 03:46 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Jose Munoz Started On: 11/06/2013 08:34 AM

Final Approval Date: 11/08/2013

## BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 11-05-2013

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 |
| 431 | BLDG&OTHR STRUC R&M SRV | 550 | PRINTING & BINDING | 184.00 |
| 432 | EQUIP&VEH R&M SRV | 601 | OFFICE & COMPUTER SUPPLIES | 300.00 |
| 529 | SURETY & NOTARY BONDS | 631 | BOTTLED WATER | 52.00 |
| 583 | TRAVEL OUT OF COUNTY | 601 | OFFICE & COMPUTER SUPPLIES | 575.00 |
| 584 | REGISTRATION FEES | 601 | OFFICE & COMPUTER SUPPLIES | 776.00 |
| 604 | MEDICAL & LAB SUPPL | 601 | OFFICE & COMPUTER SUPPLIES | 70.00 |
| 661 | MINOR OFFICE FURN & EQUIP | 601 | OFFICE & COMPUTER SUPPLIES | 496.51 |
| 665 | MINOR COMPUTER EQUIPMENT | 601 | OFFICE & COMPUTER SUPPLIES | 364.88 |
| 743 | OFFICE FURN & EQUIPMENT | 601 | OFFICE & COMPUTER SUPPLIES | 800.00 |
| 810 | DUES & MEMBERSHIPS | 601 | OFFICE & COMPUTER SUPPLIES | 1,350.00 |
| 890 | OTHER | 550 | PRINTING & BINDING | 58.88 |
| | | | TOTAL | 5,027.27 |

REASON: To appropriate funds to cover costs for daily supplies, bottled water, and printing supplies.

Norma G. García

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**AI-41495** **2013 Intradept. (line item)Transfers 2. B.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - CW Mech. 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 11/06/13 in the amount of $17,261.60.

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/29/2013 01:18 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Angela Garcia Started On: 10/28/2013 02:26 PM

Final Approval Date: 11/08/2013

# INTRADEPARTMENTAL TRANSFER

**DATE:** October 28, 2013

**DEPARTMENT HEAD:** COMM. HECTOR PALACIIOS

**DEPARTMENT NAME:** CW MECH. SHOP

**ACCOUNT NUMBER:** 3-1200-431-00-122-004-0-XXX

**SUBJECT: Intradepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | TO | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | |
| | | | | |
| 890 | OTHER | 621 | NATURAL GAS | $50.00 |
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| | | | **TOTAL** | 50.00 |

REASON: PAY OUTSTANDING AND FUTURE INVOICES

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-41753** **2013 Intradept. (line item)Transfers 2. C.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. 1 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-121-103-1-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/8/13.

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 11/08/2013 03:01 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Marcie Jackson Started On: 11/08/2013 02:40 PM

Final Approval Date: 11/08/2013

**DATE:** November 8, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Agapito Vargas

**DEPARTMENT NAME:** Border Colonia Access Program
Precinct 1 BCAP (1312)

**ACCOUNT NUMBER:** 3-1312-431-00-121-103-1-XXX

AI-41753 11/12/13

**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 |
|---|---|---|---|---|
| | | | | |
| 312 | BERNAL HEIGHTS #1-INDIRECT COST | 731 | BERNAL HEIGHTS #1-ROADS | $ 97.04 |
| 540 | BERNAL HEIGHTS #1-ADVERTISING | 731 | BERNAL HEIGHTS #1-ROADS | $ 1,450.00 |
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| | | | TOTAL | $ 1,547.04 |

**REASON**:
**Transfer is needed for completion of project.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-41666** **2013 Intradept. (line item)Transfers 2. D.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Raul Silguero Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

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?: n

BUDGETARY IMPACT:

Funding Available as of 11/8/2013.

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/06/2013 03:49 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Carlos Jasso Started On: 11/06/2013 10:49 AM

Final Approval Date: 11/08/2013

**DATE:** November 6, 2013

**DEPARTMENT HEAD:** Raul Silguero, Chief Administrator

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

**ACCOUNT NUMBER:** 3-1200-431-00-122-005-0-XXX

**Contact Person:** Carlos Jasso, Accountant III **Ph#:** (956) 292-7000 ext. 2006

# 2013
**Intradepartmental Transfer**

# AI 41666

**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** |
|---|---|---|---|---|
| | | | | |
| 431 | BLDG & OTHER STRUC R&M SRV | 607 | HSEHLD & JANITORIAL SUPPL | 400.00 |
| | | | | |
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| | | | **TOTAL** | **400.00** |

**REASON**:
For anticipated expenditures for household and janitorial supplies.

**DEPARTMENT HEAD SIGNATURE**

____/____/____
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-41697** **2013 Intradept. (line item)Transfers 2. E.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. #2 CRC S. Tower (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-466-00-122-082-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/07/13 in the amount of $270.00.

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/06/2013 03:55 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Angela Garcia Started On: 11/06/2013 03:44 PM

Final Approval Date: 11/08/2013

# INTRADEPARTMENTAL TRANSFER

**DATE:** November 8, 2013

**DEPARTMENT HEAD:** Comm. H. Palacios

**DEPARTMENT NAME:** PCT. 2 CRC (S. Tower)

**ACCOUNT NUMBER:** 3-1100-466-00-122-082-0-xxx

**SUBJECT: Intradepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | TO | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | |
| 584 | Registration Fees | 601 | office & computer supplies | $150.00 |
| | | | | |
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| | | | **TOTAL** | $150.00 |

REASON: purchase office supplies

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-41489** **2013 Intradept. (line item)Transfers 2. F.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct. 3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-123-008-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/29/13.

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/29/2013 01:16 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Norma Ceballos Started On: 10/28/2013 08:35 AM

Final Approval Date: 11/08/2013

# INTRA-DEPARTMENTAL TRANSFER

DATE: October 28, 2013

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 3-1100-452-00-123-008-0-

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT NAME | TO OBJECT CODE | OBJECT NAME |
|---|---|---|---|
| | | | |
| | | | |
| 671 | Pct #3-Parks- Bldg & Othr Struc R&M Supplies | 664 | Pct #3-Parks- Other Minor Equip. |
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**TOTAL**

**REASON:** Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC I

APPROVED COMMISSIONERS' COURT

ATTEST CO

# INTRA-DEPARTMENTAL TRANSFER

ıt Code,

| AMOUNT |
| --- |
| |
| $ 700.00 |
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| |
| **$ 700.00** |

DATE

UNTY CLERK

**AI-41707** **2013 Intradept. (line item)Transfers 2. G.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Comm. J. Palacios Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

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Information

CAPTION

2013 - Pct. 4 Parks (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

432 --> 672 $2,000.00
619 --> 672 $2,000.00
601 --> 679 $1,500.00
Funds available as of 11/08/13

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Attachments

Pct. 4 Parks LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 11/07/2013 02:02 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Veronica Lopez Started On: 11/06/2013 04:41 PM

Final Approval Date: 11/08/2013

**DATE:** November 7, 2013

**DEPARTMENT HEAD:** Joseph Palacios

**DEPARTMENT NAME:** Hidalgo County Precinct No. 4
Parks

**ACCOUNT NUMBER:** 3-1100-452-00-124-009-0-XXX

**Contact Person:** Veronica Lopez **Ph#:** (956) 383-3112 Ext. 4019

# 2013
**Intradepartmental Transfer**

# AI- 41707

**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 | Pct4 Parks- Equip & Veh R&M Srv | 672 | Pct4 Parks- Equip & Veh R&M Supplies | $2,000.00 |
| 619 | Pct4 Parks- Other Misc Supplies | 672 | Pct4 Parks- Equip & Veh R&M Supplies | $2,000.00 |
| 601 | Pct4 Parks- Office & Computer Supplies | 679 | Pct4 Parks- Other R&M Supplies | $1,500.00 |
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| | | | TOTAL | $5,500.00 |

**REASON:**
Transfer needed to fund 2013 expenditures.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-41708** **2013 Intradept. (line item)Transfers 2. H.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Comm. J. Palacios Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

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Information

CAPTION

2013 - Pct. #4 Rd. Maint. (1200)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

601 --> 679 $9,725.50
731 --> 613 $406.00
731 --> 672 2,000.00
Funds available as of 11/06/13

* pending PO# 700546 liq.
turned in 11/06/13

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Attachments

Pct. 4 Rd Maint LIT

P.O. Cancellation

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 11/08/2013 09:55 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Veronica Lopez Started On: 11/06/2013 04:50 PM

Final Approval Date: 11/08/2013

**DATE:** November 8, 2013

**DEPARTMENT HEAD:** Joseph Palacios

**DEPARTMENT NAME:** Hidalgo County Precinct No. 4
Rd. Maint

**ACCOUNT NUMBER:** 3-1200-431-00-124-007-0-XXX

**Contact Person:** Veronica Lopez **Ph#:** (956) 383-3112 Ext. 4019

# 2013
**Intradepartmental Transfer**

# AI- 41708

**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 | Pct4 Rd Maint- Office & Computer Supplies | 679 | Pct4 Rd Maint- Other R&M Supplies | $9,725.50 |
| 731 | Pct4 Rd Maint- Roads | 613 | Pct4 Rd Maint- Safety Supplies | $406.00 |
| 731 | Pct4 Rd Maint- Roads | 672 | Pct4 Rd Maint- Equip & Veh R&M Suppplies | $2,000.00 |
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| | | | **TOTAL** | **$12,131.50** |

**REASON**:
Transfer needed to cover Pct 4 Rd Maint expenditures.

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

# PURCHASE ORDER CANCELLATION REQUEST
# COUNTY OF HIDALGO

**Please be advised that I am requesting that the following purchase order be liquidated as it is no longer outstanding:**

Department: Hidalgo County Precinct #4 Purchase Order Number: 700546
1051 N. Doolittle Rd. Edinburg TX 78542
Contact Name: David J Cantu Cancellation # 1 for this Purchase Order
Telephone# (956)383-3112 (EXT.4020)

TO: Hidalgo County Auditor

Vendor Number: 403709
AL3 ENTERPRISES , LLC

Address: D/B/A STARR TELECOM

304 VETERANS BLVD
MISSION,TX 78572

| Quantity | UOM | Description | Unit Price | Amount | NIGP# |
|---|---|---|---|---|---|
| | | *Amount of Original Purchase Order* | | $ 12,670.50 | |
| | | | | $ - | |
| | | | | $ - | |
| 1 | EA | COPPER: CAT5e | | $ (12,670.50) | |
| | | COPPER: CAT 5 PORT PATCH | | $ - | |
| | | COPPER : NEAT PATCH | | $ - | |
| | | FLOOR MOUNT RACKS | | $ - | |
| | | FIBER OPTICS | | $ - | |
| | | | | $ - | |
| | | | | $ - | |
| | | | | $ - | |
| | | | | $ - | |
| | | | | $ - | |
| | | | | $ - | |
| | | | | $ - | |
| | | | | | |
| | | | | $ - | |
| | | | AMOUNT OUTSTANDING | $ - | |
| | | | OUTSTANDING AMOUNT TO BE LIQUIDATED | $ (12,670.50) | |

Account Number to be credited: 3-1100-452-00-124-009-0-601 / 3-1200-431-00-124-007-0-601
3-1200-431-00-124-007-0-665

Reason: WRONG ACCOUNT WAS USED

Authorization: Joseph Palacios JrAB
Department Head — Date: November 5, 2013

Reviewed By: _____
Purchasing Department — Date: _____

Approved By: _____
Purchasing Agent — Date: _____

Approved By: _____
Hidalgo County Auditor — Date: _____

**AI-41736** **2013 Intradept. (line item)Transfers 2. I.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Comm. J. Palacios Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

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Information

CAPTION

2013 - Pct. #4 New Motor Pool (1342)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-419-40-124-126-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/08/13

720 --> 739 $25,000.00

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Attachments

New Motor Pool

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 11/08/2013 10:19 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Veronica Lopez Started On: 11/08/2013 08:58 AM

Final Approval Date: 11/08/2013

**DATE:** November 8, 2013

**DEPARTMENT HEAD:** Joseph Palacios

**DEPARTMENT NAME:** Hidalgo County Precinct No. 4
New Motor Pool Project

**ACCOUNT NUMBER:** 3-1342-419-40-124-126-0-XXX

**Contact Person:** Veronica Lopez **Ph#:** (956) 383-3112 Ext. 4019

# 2013
**Intradepartmental Transfer**

# AI- 41736

**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 |
|---|---|---|---|---|
| | | | | |
| 720 | CO2010A&B- Pct4 New Motor Pool- M Rd - Bldg | 739 | CO2010A&B- Pct4 New Motor Pool- M Rd- Other | $25,000.00 |
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| | | | TOTAL | $25,000.00 |

**REASON**:
Transfer needed for several Motor Pool expenditures.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-41509** **2013 Intradept. (line item)Transfers 2. J.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Jaime E. Gonzalez Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

## Information

CAPTION

2013 - Public Defender's (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-30-085-003-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/31/13.

## Attachments

Revised LIT 10.30.13

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/30/2013 04:00 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |
| Form Started By: Patti Loya | | Started On: 10/29/2013 01:18 PM |

Final Approval Date: 11/08/2013

**DATE:** October 30, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Jaime E. Gonzalez

**DEPARTMENT NAME:** Public Defender's office

**ACCOUNT NUMBER:** 3-1100-412-30-085-003-0

**Contact Person:** Patti Loya **Ph#:** 956-292-7040 Ext. 5433

**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 |
|---|---|---|---|---|
| 584 | Registration fees | 601 | Office & Computer Supplies | 20.01 |
| 583 | Out of County Travel | 601 | Office & Computer Supplies | 0.51 |
| 607 | Household & Janitorial | 601 | Office & Computer Supplies | 2.20 |
| 831 | Court Costs & Investigations | 529 | Notary Bonds | 150.00 |
| 831 | Court Costs & Investigations | 550 | Printing & Binding | 136.00 |
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| | | | **TOTAL** | **308.72** |

**REASON:** *Transfer monies into other accounts, due to low balance on 2013 Budget.*

**DEPARTMENT HEAD SIGNATURE**

10/31/13
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-41608** **2013 Intradept. (line item)Transfers 2. K.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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?: yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11/1/2013

## Attachments

Transfer Form

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/01/2013 03:03 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Nora Linda Cruz Started On: 11/01/2013 02:44 PM

Final Approval Date: 11/08/2013

**DATE:** November 1, 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 |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| 720 | Buildings | 431 | R&M Svs-Bldngs. & Other Structures | $565.00 |
| 720 | Buildings | 671 | R&M Supplies-Bldngs.&Other Struct | 1,085.20 |
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| | | | TOTAL | 1,650.20 |

**REASON**: To properly classify expenditures for electrical supplies and services for fire suppression system being installed.

Barbara C. Storz

**DEPARTMENT HEAD SIGNATURE**

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

**AI-41631** **2013 Intradept. (line item)Transfers 2. L.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Pablo (Paul) Villarreal Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

## Information

CAPTION

2013 - Tax Office (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-15-140-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/6/13.

## Attachments

LIT - Opex Machine

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/06/2013 02:58 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Mary Garcia Started On: 11/04/2013 04:43 PM

Final Approval Date: 11/08/2013

**DATE:** November 4, 2013

**DEPARTMENT HEAD:** Pablo (Paul) Villarreal Jr.

**DEPARTMENT NAME:** Hidalgo County Tax Office

**ACCOUNT NUMBER:** 3-1100-415-15-140-001-0-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:**
**20..**
**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 |
|---|---|---|---|---|
| 743 | OFFICE FURN & EQUIPMENT | 745 | COMPUTER EQUIPMENT | $94,945.00 |
| 743 | OFFICE FURN & EQUIPMENT | 336 | COMPUTER SERVICES | $13,600.00 |
| 743 | OFFICE FURN & EQUIPMENT | 665 | MINOR COMPUTER EQUIPMENT | $2,700.00 |
| 743 | OFFICE FURN & EQUIPMENT | 747 | SOFTWARE | $43,000.00 |
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| | | | | $154,245.00 |

**REASON:** **Line item needed to fund correct object codes for Opex Machine.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-41648** **2013 Intradept. (line item)Transfers 2. M.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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

Department: WIC

## Information

CAPTION

2013 - WIC (1292)

BACKGROUND

BF- Line Item Transfer:
3.1292.441.00.350.002.3.xxx

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3.1292.441.00.350.002.3.xxx

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

BUDGETARY IMPACT:

To encumber negatives accounts in order to closeout FY 2013, salary analysis is not needed. Funds available as of 11/7/2013.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/06/2013 02:52 PM |
| Obdett Calzada | Obdett Calzada | 11/07/2013 11:02 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Margarita Gonzalez Started On: 11/05/2013 03:39 PM

Final Approval Date: 11/08/2013

DATE: 11/04/13

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 3.1292.441.00.350.002.3 Breastfeeding Grant

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | | TO | | | |
|---|---|---|---|---|---|---|
| ACCOUNT NUMBER | Account Name | | ACCOUNT NO.(S) | | ACCOUNT NAME | AMOUNT |
| 3.1292.441.00.350.002.3 | 113 F/T Employees | → | 3.1292.441.00.350.002.3 | 230 | Retirement | 860.64 |
| 3.1292.441.00.350.002.3 | 113 F/T Employees | → | 3.1292.441.00.350.002.3 | 250 | Unemployment | 101.74 |
| | | | | | Total: | 962.38 |

REASON: To encumber cost that is needed on object code 230 and 250 in order to closeout grant.

**AI-41646** **2013 Intradept. (line item)Transfers 2. N.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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

Department: WIC

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Information

CAPTION

2013 - WIC (1292)

BACKGROUND

Line item transfer:
3.1292.441.00.350.001.3.xxx

---

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3.1292.441.00.350.001.3.xxx

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

BUDGETARY IMPACT:

To encumber negatives accounts in order to closeout FY 2013, salary analysis not needed. Funds available as of 11/7/2013.

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Attachments

revised

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/06/2013 01:11 PM |
| Obdett Calzada | Obdett Calzada | 11/07/2013 10:58 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Margarita Gonzalez Started On: 11/05/2013 03:31 PM

Final Approval Date: 11/08/2013

DATE: 11/04/13

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 3.1292.441.00.350.001.3. WIC

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

| FROM | | | TO | | |
|---|---|---|---|---|---|
| ACCOUNT NUMBER | Account Name | | ACCOUNT NO.(S) | ACCOUNT NAME | AMOUNT |
| 3.1292.441.00.350.001.3 | 114 Reg. P/T Employees | → | 3.1292.441.00.350.001.3 | 113 F/T Employees | 239.74 |
| 3.1292.441.00.350.001.3 | 211 Health Insurance | → | 3.1292.441.00.350.001.3 | 230 Retirement | 265.83 |
| 3.1292.441.00.350.001.3 | 114 Reg. P/T Employees | → | 3.1292.441.00.350.001.3 | 250 Uemployment | 2,732.40 |
| 3.1292.441.00.350.001.3 | 550 Printing & binding | → | 3.1292.441.00.350.001.3 | 664 Other minor equipment | 900.00 |
| | | | | | |
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| | | | | | |
| Total: | | | | | 4,137.97 |

REASON: To encumber cost on the negative accounts and invoice for object 664 in order to closeout of FY 2013

**AI-41539** **2013 Intradept. (line item)Transfers 2. O.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

## Information

CAPTION

2013 - Hidalgo County Sheriff's Office (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:

Funds available as of 11/6/13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/31/2013 10:16 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Virginia Rodriguez Started On: 10/30/2013 01:20 PM

Final Approval Date: 11/08/2013

**DATE:** 11/8/2013

**DEPARTMENT HEAD:** SHERIFF GUADALUPE "LUPE" TREVINO

**DEPARTMENT NAME:** SHERIFF'S OFFICE

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | | TO | | |
|---|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | ACCOUNT | ACCOUNT (OBJECT) | AMOUNT |
| 3-1100-423-21-280-002-0- | 605-CLOTHING AND UNIFORMS | ➔ | 3-1100-423-21-280-002-0- | 607-HOUSEHOLD AND JANITORIAL SUPPLIES | $12,000.00 |
| 3-1100-423-21-280-002-0- | 605-CLOTHING AND UNIFORMS | | 3-1100-423-21-280-002-0- | 611-POLICE SUPPLIES | $8,000.00 |
| 3-1100-423-21-280-002-0- | 605-CLOTHING AND UNIFORMS | | 3-1100-423-21-280-002-0- | 432-EQUIP & VEH R&M SERVICE | $3,000.00 |
| 3-1100-423-21-280-002-0- | 671-BLDG & OTHER STRUC R&M SUPPLIES | | 3-1100-423-21-280-002-0- | 619-OTHER MISC. SUPPLIES | $5,100.00 |
| | | | | | |
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| | **T O T A L** | | | | **$28,100.00** |

**REASON:**

**TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR REMAINDER OF FISCAL YEAR.**

_____

**DEPARTMENT HEAD SIGNATURE**

_____ _____/_____/_____ _____

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

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

**AI-41526** **2013 Intradept. (line item)Transfers 2. P.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Myra Montoya,
SHERIFF DEPT.

Department: SHERIFF DEPT.

---

Information

CAPTION

2013 - Hidalgo County Sheriff's Office (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/31/13.

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Attachments

Line Item Transfer

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/31/2013 10:15 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Myra Montoya Started On: 10/30/2013 10:28 AM

Final Approval Date: 11/08/2013

**DATE:** 11/8/2013

**DEPARTMENT HEAD:** SHERIFF GUADALUPE "LUPE" TREVINO

**DEPARTMENT NAME:** SHERIFF'S OFFICE

**ACCOUNT NUMBER:** 3-1100-421-00-280-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | | TO | | |
|---|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | ACCOUNT | ACCOUNT (OBJECT) NAME | AMOUNT |
| 3-1100-421-00-280-001-0- | 664-OTHER MINOR EQUIPMENT | → | 3-1100-421-00-280-001-0- | 679- REPAIR & MAINTENANCE SUPPLIES-OTHER | $1,900.00 |
| | | | | | |
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| **T O T A L** | | | | | **$1,900.00** |

**REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE PURCHASE OF FIREARM PARTS AND MAINTENANCE SUPPLIES.**

_____

**DEPARTMENT HEAD SIGNATURE**

_____ _____/_____/_____ _____

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

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

**AI-41671** **2013 Intradept. (line item)Transfers 2. Q.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

## Information

CAPTION

2013 - Sheriff's Office (1284)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1284-480-00-280-070-4-XXX

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

BUDGETARY IMPACT:

Funds are available as of 11/7/13. Overtime grants do not require a salary analysis.

No local match is required.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 11/06/2013 11:22 AM |
| Budget & Management | Obdett Calzada | 11/07/2013 10:10 AM |
| Obdett Calzada | Obdett Calzada | 11/07/2013 11:04 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Maria Del Rosario Gonzalez Started On: 11/06/2013 11:12 AM

Final Approval Date: 11/08/2013

**DATE:** November 6, 2013

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

**DEPARTMENT NAME:** Operation Stonegarden FY2011--City of Alamo

**ACCOUNT NUMBER:** 3-1284-480-00-280-070-4-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 |
| 3-1284-480-00-280-070-4- | 220 - FICA | | 3-1284-480-00-280-070-4- | 230 - Retirement | 1.71 |
| 3-1284-480-00-280-070-4- | 220 - FICA | | 3-1284-480-00-280-070-4- | 260 - Worker's Comp. | 10.44 |
| | | | | | |
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| | | | | | $12.15 |

**REASON: For reallocation of funds to cover fringe benefits.**

**DEPARTMENT HEAD SIGNATURE**

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

**AI-41687** **2013 Intradept. (line item)Transfers 2. R.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Carlos Perez, COUNTY COURT #8

Department: COUNTY COURT #8

## Information

CAPTION

2013 - County Court @ Law #8 (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-028-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/8/13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/06/2013 03:54 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Carlos Perez Started On: 11/06/2013 03:14 PM

Final Approval Date: 11/08/2013

**DATE:** November 6, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Judge Rolando Cantu

**DEPARTMENT NAME:** Department of Budget & Management for County Court # 8

**ACCOUNT NUMBER:** 3-1100-412-00-028-001-0-XXX

**Contact Person:** Carlos Perez **Ph#:** (956) 292-7740 ext: 6682

**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 |
|---|---|---|---|---|
| 665 | MINOR COMPUTER EQUIPMENT | 619 | OTHER MISC SUPPLIES | $2,300.00 |
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| | | | TOTAL | $ 2,300.00 |

**REASON**:
**Needed for payment of Audio Visual equipment for Court Room**

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-41696** **2013 Intradept. (line item)Transfers 2. S.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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 11-7-2013.

## Attachments

lit

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/06/2013 03:55 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Maria Medina Started On: 11/06/2013 03:32 PM

Final Approval Date: 11/08/2013

**DATE:** October 7, 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 | 431 | Repair & maintenance services - buildings and other structures | $480.00 |
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| | | | **TOTAL** | **$480.00** |

**REASON:** ***Transfer needed to pay for repairs to entry door.***

**DEPARTMENT HEAD SIGNATURE**

11/6/13
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-41703** **2013 Intradept. (line item)Transfers 2. T.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Priscilla Torres, COUNTY CLERK

Department: COUNTY CLERK

## Information

CAPTION

2013 - County Clerk's (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 11/8/13.

## Attachments

LIT - Co. Clerk

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/07/2013 10:12 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Priscilla Torres Started On: 11/06/2013 04:08 PM

Final Approval Date: 11/08/2013

# COUNTY OF HIDALGO

## ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 11/6/2013

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME. Hidalgo County Clerk's Office

ACCOUNT NUMBER: 3-1100-415-40-180-00X0 D

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 |
| | | | | |
| 523 | CO CLERK PUBLIC OFFICIAL INSURANCE | 431 | CO CLERK-BLDG. & OTHER STRUCTURE | $60.00 |
| | | | Ram SRV D | |
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| | | | TOTAL | $60.00 |

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-41704** **2013 Intradept. (line item)Transfers 2. U.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Sergio Cruz, Budget Officer

Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

2013 - DBM - Workers' Comp Division (2202)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-2202-419-50-115-065-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/7/13.

## Attachments

Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/07/2013 10:14 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Ana Galvan Started On: 11/06/2013 04:17 PM

Final Approval Date: 11/08/2013

# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** November 6, 2013

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Dept. of Budget & Management for Workers' Comp

**ACCOUNT NUMBER:** 3-2202-419-50-115-065-0-xxx

**SUBJECT:** **Intradepartmental transfer(s)**

**Contact:** Ana Galvan
**Ph#:** 956-292-7025

Honorable Commissioners' Court of Hidalgo County:

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

| FROM Object Code | Description | TO Object Code | Description | Amount |
|---|---|---|---|---|
| 601 | Office & Computer Supplies | 626 | Gasoline/Diesel | $ 1,500.00 |
| | | | | |
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| | | | **TOTAL** | **$ 1,500.00** |

**REASON:** Transfer is needed to pay pending and future invoices.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

Form DBM-201

**AI-41713** **2013 Intradept. (line item)Transfers 2. V.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Myra Montoya,
SHERIFF DEPT.

Department: SHERIFF DEPT.

## Information

CAPTION

2013 - Hidalgo County Sheriff's Office (1100)

BACKGROUND

## 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 as of 11/8/13.

## Attachments

LIT 1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 11/07/2013 09:51 AM |
| Budget & Management | Debbie Tamez | 11/08/2013 09:56 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Myra Montoya Started On: 11/07/2013 09:42 AM

Final Approval Date: 11/08/2013

**DATE:** 11/7/2013

**DEPARTMENT HEAD:** SHERIFF GUADALUPE "LUPE" TREVINO

**DEPARTMENT NAME:** SHERIFF'S OFFICE

**ACCOUNT NUMBER:** 3-1100-421-00-280-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM | | | TO | | |
|---|---|---|---|---|---|
| ACCOUNT NUMBER | ACCOUNT (OBJECT) NAME | | ACCOUNT | ACCOUNT (OBJECT) NAME | AMOUNT |
| 3-1100-421-00-280-001-0- | 339- OTHER PROFESSIONAL SERVICES | → | 3-1100-421-00-280-001-0- | 748- OTHER EQUIPMENT | $ 7,805.00 |
| | | | | | |
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| TOTAL | | | | | $7,805.00 |

**REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE PURCHASE OF A SECURE DRY FORENSIC EVIDENCE DRYING CABINET.**

Emilia Mireles

**DEPARTMENT HEAD SIGNATURE**

_____ ____/____/____ _____

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

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

**AI-41715** **2013 Intradept. (line item)Transfers 2. W.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

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Information

CAPTION

2013 - HIDTA (1291)

BACKGROUND

Requesting approval the transfer funds from object number 113 ((Reg F/T Employees) to 131 (Overtime)

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Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1291-412-00-270-003-2-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/7/2013, no salary analysis needed: Grant 2012.

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Attachments

Transfer#5

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 11/07/2013 01:10 PM |
| Obdett Calzada | Obdett Calzada | 11/07/2013 03:28 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Nelda Olivarez Started On: 11/07/2013 10:23 AM

Final Approval Date: 11/08/2013

DATE: October 29, 2013

Transfer Number: **5**

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney

DEPARTMENT NAME: Hidalgo County HIDTA Task Force / Grant Funds

ACCOUNT NUMBER: 3-1291-412-00-270-003-2-xxx **(Grant 2012)**

SUBJECT: Budget Line-Item Transfers (s)

Honorable Commissioners' Court of Hidalgo County:

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

| *FROM* | | *TO* | | |
|---|---|---|---|---|
| *ACCOUNT NO.(S)* | *ACCOUNT NAME* | *ACCOUNT NO.(S)* | *ACCOUNT NAME* | *AMOUNT* |
| 3-1291-412-00-270-003-2 **113** | FULL-TIME EMPLOYEES | 3-1291-412-00-270-003-2 **131** | OVERTIME PAY | **20,960.00** |
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| **TOTAL** | | | | **$ 20,960.00** |

**REASON:** TO FUND UNANTICIPATED EXPENDITURES

Dora L. Munoz
H.I.D.T.A. Task Force Commander — DATE

Attest County Clerk — DATE

Budget Officer — DATE

Approved Commissioners' Court — DATE

**AI-41492** **2013 Intradept. (line item)Transfers 2. X.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

2013 - Facilities Management (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/30/13.

## Attachments

Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/29/2013 01:16 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Glinda Pacheco Started On: 10/28/2013 01:49 PM

Final Approval Date: 11/08/2013

**DATE:** November 8, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Daniel Flores

**DEPARTMENT NAME:** Facilities Management

**ACCOUNT NUMBER:** 3-1100-419-40-220-001-0-XXX

**Contact Person:** Glinda Pacheco **Ph#:** (956) 292-7025 Ext. 5411

**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 |
|---|---|---|---|---|
| 780 | FACILITIES MGMT-CAPITAL LEASES | 431 | FACILITIES MGMT-BLDG&OTHR STRUC R&M SRV | 6,657.07 |
| 780 | FACILITIES MGMT-CAPITAL LEASES | 439 | FACILITIES MGMT-OTHER R&M SRV | 684.00 |
| 780 | FACILITIES MGMT-CAPITAL LEASES | 739 | FACILITIES MGMT-OTHER STRUCTURES | 5,234.11 |
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| | | | TOTAL | 12,575.18 |

**REASON**:
Intradepartmental transfer needed to cover quotes from Diaz Floors & interior (Auditorium-Carpet)& Starr Telecom (Modulars-Parking Lot Poles).

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-41723** **2013 Intradept. (line item)Transfers 2. Y.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Facilites Management

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

2013 - Facilities Management (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/8/13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 11/07/2013 03:57 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Glinda Pacheco Started On: 11/07/2013 02:58 PM

Final Approval Date: 11/08/2013

**DATE:** November 7, 2013

**2013**
**Transfer**

**DEPARTMENT HEAD:** Daniel Flores

**DEPARTMENT NAME:** Facilities Management

**ACCOUNT NUMBER:** 3-1100-419-40-220-001-0-XXX

**Contact Person:** Glinda Pacheco **Ph#:** (956) 292-7025 Ext. 5411

**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 |
|---|---|---|---|---|
| 431 | FACILITIES MGMT-BLDG&OTHR STRUC R&M SR | 601 | FACILITIES MGMT-OFFICE & COMPUTER SUPPL | 1,200.00 |
| 431 | FACILITIES MGMT-BLDG&OTHR STRUC R&M | 672 | FACILITIES MGMT-EQ&VEH R&M SUPPLIES | 3,000.00 |
| 431 | FACILITIES MGMT-BLDG&OTHR STRUC R&M | 619 | FACILITIES MGMT-OTHER MISC SUPPLIES | 83.21 |
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| | | | TOTAL | 4,283.21 |

**REASON:**
Intradepartmental transfer needed to cover expense for a bench vise (obj 619), to cover XEROX requisition pending Commissioner Court approval (obj 601), to cover expenses for Mailroom supplies needed (obj 601), and to cover future expenses for equipment & vehicle supplies (obj 672)

**DEPARTMENT HEAD SIGNATURE**

11.7.13
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-41719** **2013 Intradept. (line item)Transfers 2. Z.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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 11/8/13.

## Attachments

Intra

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 11/07/2013 02:01 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Edna Kirby Started On: 11/07/2013 01:48 PM

Final Approval Date: 11/08/2013

**DATE:** November 26, 2013

**DEPARTMENT HEAD:** Renan Ramirez

**DEPARTMENT NAME:** Information Technology Dept.

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

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 439 | Justice Crt Tech-Other R&M Srv. | 601 | Justice Crt Tech-Office & Computer Suppl | $2,000.00 |
| 439 | Justice Crt Tech-Other R&M Srv. | 665 | Justice Crt Tech-Minor Computer Equip. | 1,250.00 |
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| | | | **TOTAL** | **$3,250.00** |

**REASON**: **Purchase of network infrastructure, (9) Justice of the Peace Offices.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-41542** **2013 Intradept. (line item)Transfers 2. AA.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

**Submitted By:** Delma Silva, 206TH DISTRICT COURT

**Department:** 206TH DISTRICT COURT

## Information

**CAPTION**

2013 - 206th District Court (1100)

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-412-00-004-001-0-xxx

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

**BUDGETARY IMPACT:**

Funds available as of 11/6/13.

## Attachments

Budget Line Item Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/31/2013 10:16 AM |
| Purchasing Department | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Delma Silva Started On: 10/30/2013 01:36 PM

Final Approval Date: 11/08/2013

# INTRA-DEPARTMENTAL TRANSFER

DATE: October 30, 2013

DEPARTMENT HEAD: Judge Rose G. Reyna

DEPARTMENT NAME: 206th District Court

ACCOUNT NUMBER: 3-1100-412-00-004-001-0-

CONTACT PERSON: Delma G. Silva PHONE: (956)318-2265

SUBJECT: Intra-departmental Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

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

| FROM: OBJECT CODE | OBJECT NAME | TO: OBJECT CODE | OBJECT NAME | AMOUNT |
|---|---|---|---|---|
| 890 | Other | 601 | Office & Computer Supplies | $4,000.00 |
| 890 | Other | 619 | Other Miscellaneous Supplies | $340.00 |
| 890 | Other | 671 | Bldg. & Other Struc. R&M Supplies | $430.00 |
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| | | | TOTAL | 4,770.00 |

REASON: Purchase of wiring and items for the instatllation of a tv in the courtroom.

DEPARTMENT HEAD SIGNATURE

10/30/2013
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-41724** **2013 Intradept. (line item)Transfers** **2. BB.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Celestino Avila Jr. Submitted By: Raul Lozano Jr., CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

## Information

CAPTION

2013 - Constable Pct. #1 (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-291-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/8/13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 11/07/2013 03:58 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Raul Lozano Jr. Started On: 11/07/2013 03:10 PM

Final Approval Date: 11/08/2013

DATE: November 7, 2013 **AI # 41724**

DEPARTMENT HEAD: Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct 1 - (291)

ACCOUNT NUMBER: ***3-1100-421-00-291-001-0***

SUBJECT: Budget Line–Item Transfer (s)

Honorable Commissioner's Court of Hidalgo County:

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

| **FROM:** | | | **TO:** | | |
|---|---|---|---|---|---|
| **OBJECT CODE** | **OBJECT NAME** | → | **OBJECT CODE** | **OBJECT NAME** | **AMOUNT** |
| 432 | Equip&Vehicle R&M Service | → | 672 | Eq & Veh R&M Supplies | 382.68 |
| | | → | | | |
| | | → | | | |
| | | → | | | |
| | | **TOTAL** | | | **382.68** |

REASON(s): Transfer to cover for the replacement of (4) tires for a police vehicle.

*Joe F. Espinosa* Chief Deputy
DEPARTMENT HEAD SIGNATURE / DESIGNEE

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

***COUNTY AUDITOR'S FORM: SFA-CA-017***

**AI-41482** **2013 Intradept. (line item)Transfers 2. CC.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Chief Campos Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

## Information

CAPTION

2013 - Constable Pct. 2 (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

AVAILABLE FUNDS AS OF 10/28/13 $4291.00

## Attachments

lit

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/25/2013 04:46 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Roxanne De La Cruz Started On: 10/25/2013 03:42 PM

Final Approval Date: 11/08/2013

# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** October 25, 2013

**DEPARTMENT HEAD:** MARTIN "MARTY" CANTU

**DEPARTMENT NAME:** Constable Precinct #2

**ACCOUNT NUMBER:** 3-1100-421-00-292-001-0-XXX

**SUBJECT:** **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

| FROM Object Code | Description | TO Object Code | Description | Amount |
|---|---|---|---|---|
| 668 | Pol Weapons & BP Vests | 601 | Computer & Office Supplies | $150.00 |
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| | | | **TOTAL** | **$ 150.00** |

**REASON:** purchase chairs for staff

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

07 / 15 /2013
**DATE**

**ATTEST COUNTY CLERK**

Form DBM-201

**AI-41496** **2013 Intradept. (line item)Transfers** **2. DD.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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

Department: CONSTABLE PCT. #4

## Information

CAPTION

2013 – Constable Pct. #4 (1231)

BACKGROUND

## Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 11/6/13.

## Attachments

LIT10281231

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/29/2013 01:18 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Nayla Munoz Started On: 10/28/2013 02:38 PM

Final Approval Date: 11/08/2013

# BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** October 28, 2013

**DEPARTMENT HEAD:** J. E. GUERRA

**DEPARTMENT NAME:** CONSTABLE PRECINCT 4

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

**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** |
|---|---|---|---|---|
| **346** | Hauling & Freight | **668** | Invest HB65 - Police Weapons & BP | **$12.96** |
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| | | | **TOTAL** | **$12.96** |

**REASON:** Transfer is needed to cover freight expenditure on Taser invoice.

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**AI-41494** **2013 Intradept. (line item)Transfers 2. EE.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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 10/30/13.

## Attachments

LIT10281100

uniform policy

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/29/2013 01:17 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Nayla Munoz Started On: 10/28/2013 02:26 PM

Final Approval Date: 11/08/2013

# BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** October 28, 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** |
|---|---|---|---|---|
| **432** | Equip&Veh R&M Services | **550** | Printing & Binding | **$115.50** |
| **432** | Equip&Veh R&M Services | **605** | Clothing & Uniforms | **$100.00** |
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| | | | **TOTAL** | **$215.50** |

**REASON:** Transfer is needed to cover business cards (Moreno) and uniform shirts (Perez) expenditures.

JOEL RIVERA *for Constable J. E. Guerra*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**1. POLICY TITLE** Uniform Policy

**2. POLICY STATEMENT**

It is the policy of the county that certain positions, as designated by each Elected Official or County Executive Officer for general fund departments, may be required to wear a uniform while on the job.

**3. PURPOSE**

The purpose of this policy shall be to maximize safe working conditions, reflect good appearance and to provide ease of recognition, and/or identification of designated employees by the public. This policy is necessary in order to help determine whether all or any part of the uniform expenditures will be considered a taxable fringe benefit to the employee.

Uniforms are excluded from wages of an employee if they are:

- Specifically required as a condition of employment, and
- Are not worn or adaptable to general usage as ordinary clothing.

**4. GENERAL GUIDELINES**

A. Each Department Director will identify the positions within their respective department for which the wearing of a uniform is required. Department Directors should ensure that uniforms are absolutely necessary.

B. Employees filling positions designated as requiring the wearing of a uniform must wear issued uniforms on the job on a daily basis once the employee receives his/her supply of uniforms.

C. Each department requiring employees to wear uniforms must include funds for new issues and replacement of uniforms in their respective department annual budget.

D. The purchasing of uniforms may be used in lieu of the rental of uniforms when considered more economical by the Elected Official or the County Executive Officer for General Fund Departments.

**5. UNIFORM ISSUANCE**

A. When an employee is assigned to a position which has been designated as requiring a uniform, the employee's Department Director will authorize the issuance of uniforms. The employee must sign for all issued uniforms.

B. The Department Director will determine the number of uniforms to be issued commensurate with the employee's expected field time, not to exceed six sets of uniforms.

**6. APPEARANCE IN UNIFORM**

A. Personnel shall maintain a neat and professional appearance while in uniform that shall be representative of the County of Hidalgo.

B. When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms.

C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

**7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL**

A. Non-Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an office setting and keeping with other County Offices and Departments.

B. Non-Uniformed and Uniformed Employees will ensure that their clothing is cleaned, free of stains, tears and holes.

C. Non-Uniformed and Uniformed Employees authorized to wear jeans shall not wear jeans faded out, spotted with bleach or worn to the point that the cuffs are frayed or cut. The jeans cannot have holes in them.

D. All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with straight hem.

**8. CASUAL ATTIRE**

A. On Fridays, or the last day of the workweek, Non-Uniformed Employees are allowed to wear jeans. Designed Uniformed employees shall not observe this practice unless authorized by the Department Director. Clothes should be neat, clean, and without holes or ragged edges.

B. Attire that is considered inappropriate includes but is not limited to: shorts, low cut shirts/blouses, ratty jeans, T-shirts, athletic shoes, thong sandals, and any attire that exposes the midriff or undergarment, and any other attire that the supervisor deems inappropriate.

C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

**9. UNACCEPTABLE CASUAL ATTIRE**

A. Regardless of gender, it is not appropriate to wear your favorite old t-shirt, ripped jeans and sneakers. Keep in mind the "business" part of the business casual, and leave your old comfortable clothes at home.

B. Pull overs can be worn but must have collar and top buttons (polo style). All pull overs will be worn tucked in the pant line. Henley style (collarless with buttons) pull overs are not acceptable. Pull over shirts cannot be heavily designed with patterns.

C. Hawaiian shirts or similar heavily patterned shirts are not acceptable wear for the office.

D. Revealing clothing, transparent materials, micro-mini skirts, and or shorts prohibited.

E. If you are assigned to go to a class, seminar or training and you are being paid to attend, you are expected to adhere to this dress policy.

**10. CARE AND MAINTENANCE OF UNIFORMS**

A. Employees are personally responsible for the proper care, cleaning, alterations and repair of uniforms issued to them.

B. If uniform item(s) becomes unserviceable the employee must launder the item and request a replacement.

C. If an employee loses a uniform item, the employee will be charged the current cost for the item for a replacement.

**11. IMPROPER UNIFORM WEAR PROHIBITED**

A. Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate unless their presence is of an official nature.

**12. TERMINATION OF EMPLOYMENT**

A. When an employee terminates with the County or is transferred into a position of which wearing a uniform is not required, the employee must return all uniform items

to their immediate supervisor no later than the date of termination or reassignment. All returned items must be laundered and in good condition.

B. If the employee fails to return any uniform items the cost of the unreturned item(s) will be deducted from the employee's final payment.

**13. POLICY VIOLATION AND REVISION**

A. An employee who does not wear the uniform specified, without a reason acceptable to the immediate supervisor, will be subject to disciplinary action, up to and including termination of employment.

B. Employees may not wear county uniforms in any capacity other than when they are performing official business for the county.

C. Failure to comply with the guidelines established in this policy may lead to disciplinary action up to and including termination of employment.

**AI-41638** **2013 Interdepartmental Transfers 3. A.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Raul Silguero Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 TxDot (1315):
Approval of 2013 interfund transfer from Certificate of Obligations 2001 (Fund 1331, Program#010) to TXDOT- Jackson (Dicker - 1.5 miles Ridge) (Fund 1315, program#025) Road Project in the amount of $ 2,500.00 to fund legal services as needed for the project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-13XX-XX1-01-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/5/2013.

Attachments

41638-Interfund transfer

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/06/2013 11:36 AM |
| Glinda Pacheco | Glinda Pacheco | 11/07/2013 01:41 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Carlos Jasso Started On: 11/05/2013 11:16 AM

Final Approval Date: 11/08/2013

**DATE:** November 5, 2013

**DEPARTMENT HEAD:** RAUL SILGUERO

**2013**
**Interfund Transfer**

**AI # 41638**

**DEPARTMENT NAME:** Hidalgo County Precinct No.2

**ACCOUNT NUMBER:** 3-13XX-XX1-01-122-0XX-0-XXX

**CONTACT PERSON:** Carlos Jasso **PHONE:** (956) 787-1891 Ext. 2006

**SUBJECT:** **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) 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:** | | | |
| 3-1331-431-00-122-010-0- 731 | CO2001- Pct. 2 | Roads | (2,500.00) |
| 3-1331-491-01-000-315-0- 891 | Transfers out | TxDot projects | 2,500.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| **TO:** | | | |
| 3-1315-391-01-000-331-0- 000 | Transfers In | Certificate of Obligations, 2001 | 2,500.00 |
| 3-1315-431-00-122-025-0- 841 | Pct 2 Jackson (DCKR- 1.5 MS RDGE) | Aid to governmental agency | 2,500.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | | **0.00** |

**REASON:** To funds legal services as needed for the remaining of the project.

**SIGNATURE**

**COMMISSIONERS COURT**

**DATE**

**ATTEST, COUNTY CLERK**

**AI-41688** **2013 Interdepartmental Transfers 3. B.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Adm. (1200):
Approval of interdepartmental transfer in the amount of $10,000.00 from Pct. 2 Road Maint. to Pct. 2 Adm.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-006-0-311

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

BUDGETARY IMPACT:
Available funding as of 11/07/13.

Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/06/2013 03:54 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Angela Garcia Started On: 11/06/2013 03:15 PM

Final Approval Date: 11/08/2013

**DATE:** November 6, 2013

**DEPARTMENT HEAD:** Raul Silguero JR.

**DEPARTMENT NAME:** Pct. 2 Adm.

**ACCOUNT NUMBER:** 3-1200-431-00-122-005-0-xxx

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

**Contact:** ANGELA GARCIA
**Ph#:** 956-787-1891

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 | | |
| 3-1200-431-00-122-006-0-311 | Pct. 2 Road Maint. - MGMT. Consulting Services | (10,000.00) |
| | | |
| | | |
| | | |
| | | |
| TO | | |
| 3-1200-431-00-122-005-0-745 | Pct. 2 Adm. - Computer Equipment | 10,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL BUDGET INCREASE (DECREASE)** | - |

**REASON:**
**purchase server for pct. 2 office**

**APPROVED COMMISSIONERS' COURT**

/ /
**DATE**

**AI-41673** **Planning Department 4. A.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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 11-12-13

Pct 2 & 4 Cert Plat & Utility Status 11-12-13

Pct 3 Cert Plat & Utility Status 11-12-13

revised pct 2 & 4

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/06/2013 03:49 PM |
| Glinda Pacheco | Glinda Pacheco | 11/07/2013 08:28 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Irma Castillo Started On: 11/06/2013 11:37 AM

Final Approval Date: 11/08/2013

| | PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | APPLICANT | APPLICATION NO. |
| 1. | MARTIN OCHOA | 1-10656 |
| 2. | ADRIANA SALAYA | 1-10660 |
| 3. | PASCUAL F. FLORES | 1-10349 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | COMM. COURT: November 12, 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: 1-10349

## 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:** Pascual Felipe Flores

**Address:** 307 E. Mile 12 N Weslaco TX 78596

**Phone:** 956 314 8766

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

**Water Supplier:** North alamo water

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

**Account/ESI No.:** 143202-008

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Puesta Del Sol lot #63,

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 4/16/84);

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

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

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

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

_____
**Planning Department Authorized Signature**

_____
**Hidalgo County Judge**

_____
**Date**

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

_____
**Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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956-205-7045
956-205-7049

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


Precinct (1) 2 3 4

Application No: I-10349

## 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:** Pascual F. Flores

**Address:** 307 E Mile 12 N
Weslaco TX 78596

**Phone:** 956 314-8766

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

Puesta Del Sol lot # 163

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Pascual F Flores 11-1-2013
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

11 | 6 | 13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-10349
Jun. 28, 2013

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

P9350-00-000-0163-00

[ 1] OWNER: FLORES, PASCUAL F.

307 E. MILE 12N.
WESLACO, TX 78596
Telephone No. 314-8766

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 960 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
PUESTA DEL SOL LOT 163

LOCATION: 0 MILE 3 1/2 & MILE 12

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $18,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ___/___ NO

**Special Conditions: No construction allowed over any easements.**
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:15' SIDE:6' CORNER:10'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date: 6/28/13

Approved by — Date: 6/24/13

Signature of Owner or Applicant — Date: 6/28/13

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.

2201785

g requested by:

PASCUAL FELIPE FLORES
307 E MILE 12N
WESLACO, TX 78596

and when recorded, please return this deed
and tax statements to:

PASCUAL FELIPE FLORES
307 E MILE 12N
WESLACO, TX 78596

Above reserved for official use only

# GENERAL WARRANTY DEED

**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**

The State of TEXAS,

County of HIDALGO

KNOW ALL MEN BY THESE PRESENTS, That WE, MARIA O. SALDANA, LYNDA J. FLORES AND KIMBERLY TAMEZ , of the COUNTY OF HIDALGO, STATE OF TEXAS, in the state aforesaid, for and in consideration of TEN AN NO/100$^{TH}$ AND OTHER VALUABLE SUMS AND CONSIDERATIONS dollars, to me in hand paid by PASCUAL FELIPE FLORES.

Have granted, sold, and conveyed, and by these presents do we grant, sell, and convey unto the said PASCUAL FELIPE FLORES, whose mailing address is 307 E MILE 12 N WESLACO, TX 78596, COUNTY OF HIDALGO STATE OF TEXAS, all that certain:

ALL OF LOT NO 163, PUESTA DEL SOL SUBDIVISION, HIDALGO COUNTY, TEXAS

SUBJECT TO SAID RESTRICTIONS

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said GRANTOR'S, his heirs or 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, his heirs, and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

EXECUTED this day of 28TH DAY OF APRIL, 2011

MARIA O. SALDANA

LYNDA J. FLORES

KIMBERLY TAMEZ

STATE OF TEXAS

COUNTY OF HIDALGO ) ss

This instrument was acknowledged before me on 28TH DAY OF APRIL 2011 by

Notary Public
Printed Name: RAYMUNDO MEDINA
My Commission Expires: 03-07-2013

**CERTIFICATE OF ACKNOWLEDMENT**

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, RAYMUNDO MEDINA ON THIS DAY PERSONALLY APPEARED MARIA OTILIA SALDANA , KNOWN TO ME PROVED TO ME THROUGH TEXAS DRIVERS LICENSE ;422 AND LYNDA J. FLORES TO ME PROVED TO ME THROUGH TEXAS IDENTIFICATION CARD 481 AND KIMBERLY TAMEZ TO ME PROVED TO ME THROUGH TEXAS DRIVERS IDENTIFICATION CARD 038 TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTIED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28TH DAY OF APRIL 2011.

RAYMUNDO MEDINA

NOTARY PUBLIC, STATE OF TEXAS

COMMISSION EXPIRES 03-07-2013



RAYMUNDO MEDINA
Notary Public, State of Texas
My Commission Expires
March 07, 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 - 10660

## 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: Adriana Salgado

Address: 615 Palos Altos
Weslaco Tx 78596

Phone: 956 884 1990

Water Supplier: NAWSC

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

Account/ESI No.: 264179-002

[ ] Temporary Pole [ X ] Permanent Service
Mobile Home

regarding the land described as: Palos Rojos #1 lot # 57 ,

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

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

Yes A plat has been prepared;

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

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


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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: 1-10660

### 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:** Adriana Salazar

**Address:** 615 Palos Altos
Weslaco Tx 78596

**Phone:** 956 854 1990

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

Palos Rojos #1 lot # 57

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Adriana Salazar — Requesting Party (Signature)
11-1-13 — 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:**

10/1/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-10660
Nov. 1, 2013

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

P3108-00-000-0057-00

[ 1] OWNER: SALAYA, ADRIANA M.
ZONE C
1615 PALOS ALTOS
WESLACO, TX 78596
Telephone No. 854-1990

[ 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: RES. ZONE X-44

[ 7] LEGAL DESC./NAME OF SUBDIVISION
PALOS ROJOS
LOT 57

LOCATION: 0 FM 88 & MILE 13

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 15' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE TOP OF CURB

Prepared by — 11/1/13 Date

Jonathan Todd — 6/30/13 Date
Approved by

Adriana Salaya — 11-1-13 Date
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: 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.**

# SPECIAL WARRANTY DEED
# WITH VENDOR'S LIEN

**DATE:** October 26, 2013

**GRANTOR:** Palo Rojo, Inc.

**GRANTOR'S MAILING ADDRESS:** 500 E. 9th St., Mission, Texas 78572

**GRANTEE:** Adriana M. Salaya

**GRANTEE'S MAILING ADDRESS:** 1800 Yvette Circle, Mercedes, Texas 78570

**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 $36,000.00 and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to Ricardo Lee Salinas, Trustee.

**PROPERTY:** Lot 57, Palos Rojos Subdivision, as shown by the map or plat thereof recorded in Volume 48, Pages 90-92, Map Records of Hidalgo County, Texas.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:** SAVE AND EXCEPT all of the oil, gas and other minerals in, under and that may be produced from the herein conveyed premises which are herein reserved to grantor.

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than conveyances of the surface estate, that affect the property; taxes for the current year, the payment of which Grantee assumes.

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, by, through or under Grantor but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

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

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.

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.

**No title examination was requested in connection with the preparation of this document nor was any made. The preparer expresses no opinion on title to this property.**

Palo Rojo, Inc.
By: _____
Norberto Salinas, President

*ACKNOWLEDGMENT*

This instrument was acknowledged before me on this the October 26, 2013 by Norberto Salinas, President of Palo Rojo, Inc.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Palo Rojo, Inc.
500 E. 9th St.
Mission, Texas 78574

MARIBEL SALINAS
Notary Public, State of Texas
My Commission Expires
August 18, 2014

# 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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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: 1-10656

## 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:** Martin Ochoa

**Address:** 509 W. Mile 9 N.
Donna, Tx
78537

**Phone:** ~~(956)~~ (913) 565-5516

**Water Supplier:** NAWSC

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Mile 10 Meadows lot # 33 ,

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 1-25-2000);

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 Gilberto 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: I-10656

### 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:** Martin Ochoa

**Address:** 509 W. Mile 9 N.
Donna, Tx 78537

**Phone:** (913) 565-5516

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

Mile 10 Meadows Lot # 33

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Martin Ochoa — Requesting Party (Signature)
10/30/13 — 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:**

11/7/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-10656
Oct. 30, 2013

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

M4180-00-000-0033-00

[ 1] OWNER: OCHOA, MARIA & MARTIN
RR 1 BOX 3206

DONNA TX 78537-9801
Telephone No. 565-5794

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES
[ 5] SIZE OF STRUCTURE: 672 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
MILE 10 MEADOWS LOT 33

LOCATION: 0 FM 493 & MILE 10 N.

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 35' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

Prepared by — Date: 10/30/13

Jonathan Jacobo — Approved by — Date: 10/29/10

Signature of Owner or Applicant — Date: 10.30.13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

## [ NOTICE ]

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

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

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: **March 10, 2000** 858762

Grantor: **Resaca City Investments**

Grantor's Mailing Address (including county):

**2522 Freddy Gonzalez**
**Edinburg, Texas 78539**
**Hidalgo County, Texas**

Grantee:

Name 1: **Maria D Ochoa**
Name 2: **MARTIN OCHOA**

Mailing Address:

**Route 1 Box 3206**
**Donna, TX 78537**
**Hidalgo County, TX**

Phone Number 1: **(956) 461-3980**
Phone Number 2:

Social Security Number:
Grantee 1: **456-93-6983**
Grantee 2: **452-53-3004**

**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 Sixteen Thousand Seven Hundred Fifty and no/100 ($16,750.00), 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): 33, MILE 10 MEADOWS, being a Subdivision of 26.092 acre tract of land out of the west 14.31 acres of Block One (1), Lott Town and Improvement Company Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 0, Pages 56-57, Map Records, Hidalgo County, Texas, and out of the west 16.786 acres (Deed Record: 16.78 acres) of Lot 3, Block 11, of the Resubdivision of Blocks 11 and 12, Lott Town and Improvement Company Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 58, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien recorded under County Clerk's Document Number 639692, Official Records, Hidalgo County, Texas, recorded in Volume 35, Page 97-99, Map Records, Hidalgo County, Texas.**

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

**Reservations from and Exceptions to conveyance and Warranty:**

1. A lien securing a promissory note (the "Prior Note") dated Augeut 23, 1999, in the original principal amount of Four Hundred Seventy-five Thousand and 00/100 Dollars ($475,000.00), payable to the order of International Bank of Commerce, which is described in and secured by a deed of trust filed for record in the Office of the County Clerk of Hidalgo County, Texas;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easement, rights-of-way, and prescriptive rights whether of record or not;
5. All recorded restrictions, reservations covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies conflicts, or shortages in area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation establishment, maintenance, and operation of any Water Improvement District, Irrigation District,, or their applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

11. The prior reservation or conveyance of all oil, gas and other minerals previously reserved or conveyed by any parties having the right to do so.

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

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

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

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

**Resaca City Investments**

**(Acknowledgment)**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 10th day of March, 2000 by Tim Gearhart.

NORMA LINDA GONZALEZ Notary Public, State of Texas My Comm. Exp. 4-22-2003

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

**Resaca City Investments**
**2522 Freddy Gonzalez**
**Edinburg, Texas 78539**

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

On: Mar 29,2000 at 11:23A

As a
Recording

Document Number: 858762
Total Fees : 11.00

Receipt Number - 273480
By,
Norma Garza

| | PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | Jose De Jesus Mendoza | 4-12851 |
| 2. | The Three Rupperts LOTS 1-30, LOMA VERDE NO. 3 | BLANKET COVER |
| 3. | Jack McClelland LOTS 1-27, VISTA RIDGE ACRES PHASE IV | BLANKET COVER |
| 4. | Kathryn East LOTS 1-15, LOS VIENTOS ESTATES | BLANKET COVER |
| 5. | Josue Gonzalez LOTS 1-2, JOSUE SUBDIVISION | BLANKET COVER |
| | | |
| | COMM. COURT: November 12, 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: 4-12851

## 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: | | Pre Installed |
| Date Approved: | / / | 11 16 13 |

**Name:** Jose de Jesus Mendoza

**Address:** 2717 Marigold LN
Pharr TX 78577

**Phone:** 956 . 221-0269

**Water Supplier:** MAWS

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: MELISA ESTATES Lot #6,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 3-20-96);

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 Hector Castillo);

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

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

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

Hector Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 4

Application No: 4-1285'

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

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

PARTY MAKING REQUEST:

**Name:** Jose de Jesus Mendoza

**Address:** 2717 Marigold LN
Pharr Tx 78577

**Phone:** _____

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

Lot #06 Melissa Estates

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X _____
Requesting Party (Signature)

11-6-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

11-06-13
**Date**

Raul Castillo
**County Official**

1122210

# Warranty Deed with Vendor's Lien

**Date:** August 2, 2002

**Grantor:** OSCAR SANTOS, a single man

**Grantor's Mailing Address:**
708 Toronto Apartment C-3
McAllen, Texas 78503
Hidalgo County

**Grantee:** JOSE DE JESUS MENDOZA & RAMONA REYES

**Grantee's Mailing Address:**
4915 CARDINAL ST
Edinburg, Texas 78539
Hidalgo County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even, that is in the principal amount of THIRTEEN THOUSAND SEVEN HUNDRED & NO/100 --- DOLLARS ($13,700.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed trust of even date, from Grantee to Nathan Flores, Trustee.

**Property (including any improvements):**

All of lot (6)MELISSA ESTATES, Hidalgo County, Texas, according to the map or plat of said Subdivision recorded in Volume 40, Page 18-19, Map Records of Hidalgo County, Texas.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

**Reservations from and Exceptions to Conveyance and Warranty:**

1. **All oil, gas, and other mineral reservations of record, if any.**
2. **All oil, gas leases and drilling agreements of record, if any.**
3. **Easements and conditions as may be contained in plat of said subdivision, if any.**
4. **Easements of record, if any.**

5. **Easements, rights, rules, and regulations if favor of pertaining water district, if any.**
6. **All visible easements and restrictions of record, if any.**
7. **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**
8. **Standby fees and taxes for the year 2002 and assessments for prior 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 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 whomever 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.

OSCAR SANTOS

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 2nd day of August, 2002 by OSCAR SANTOS.

ELENA NUNEZ
NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS
MY COMM. EXP. 06-18-2005

Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**
OSCAR SANTOS
708 Toronto Apt. C-3
McAllen, Texas 78503

**AFTER RECORDING RETURN TO:**
JOSE DE JESUS MENDOZA
RAMONA REYES (956) 782-5914
4915 CARDINAL ST
EDINBURG, TX 78539. (956) 994-5323

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-12851
Oct. 24, 2013

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

M3345-00-000-0006-00

[ 1] OWNER: MENDOZA, JOSE DE JESUS &
RAMONA REYES
1117 IRIS
MCALLEN, TX. 78501
Telephone No. 221-0269

[ 7] LEGAL DESC./NAME OF SUBDIVISION
MELISSA ESTATES LOT 6

[ 2] CONTRACTOR: SELF

LOCATION: 0 ALAMO & TOWER

[ 3] WATER SYSTEM: N AL

[ 8] SEWAGE: EXIST

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

[ 9] CONSTRUCTION TYPE: WOOD

[ 5] SIZE OF STRUCTURE: 2,040 Sq. Ft.

[10] EST. COST OF CONST.: $11,000

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

[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 6' REAR 25' FINISH FLOOR OF ELEV.
18" FROM STREET.

Prepared by — Date: 10/24/13

Approved by — Date: 10/23/13

Signature of Owner or Applicant — Date: 10/24/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . $30.00

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0485C 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 DEPARTMENT

## County of Hidalgo

Rev. 02-19-10

Financial Guarantee


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: N/A

## 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 |
|---|---|---|---|
| | | TEMP | |
| | | Authorized Signature | Authorized Signature |
| | Inspection/Permit No: | Temp | |
| | Date Approved: | 10/30/13 | / / |

**Name:** The Three Rupperto

**Address:** P.O. Box 959
Edinburg, TX.

**Phone:** 956-383-0868

**Water Supplier:** NAWSC

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

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

regarding the land described as:
Loma Verde No. 3, Lots 1-30 ,

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 10-29-13 );

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 Nora D Calvazos);

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 Nora D Calvazos Nora D Calvazos);

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

ATTEST: _____ _____
Hidalgo County Clerk — Date

# PLANNING DEPARTMENT
## County of Hidalgo


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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


Rev. 02-19-10

Financial Guarantee

**Precinct 1 2 3 (4)**

**Application No:** N/A

## 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:** The Three Rupperts I, LLC
Kyle Ruppert, Manager

**Address:** P.O. Box 959

Edinburg, Texas 78540

**Phone:** (956) 383-0868

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): ~~LOMA VERDE SUBDIVISION No.3~~: A 30.10 ACRE TRACT OF LAND OUT OF LOTS 141, 142 & 143, DELTA ORCHARDS COMPANY UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRATY DEED RECORDED UNDER COUNTY CLERK'S NUMBER 2375924 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- [X] Subdivider
- [ ] Owner of lot in subdivision
- [ ] Resident of lot in a subdivision
- [ ] Entity that provides utility service

Requesting Party (Signature)

5-15-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- [X] Deed
- [ ] Executory Contract
- [ ] Lease
- [ ] Rent Receipt
- [ ] Affidavit
- [✓] Other (describe) Copy of build. 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:**

10/29/13
**Date**

Pablo O Cavazos
**County Official**

SUBDIVISION PLAT OF:

# LOMA VERDE SUBDIVISION No. 3

A 30.10 ACRE (MAP RECORD: 30.00 ACRES) TRACT OF LAND BEING ALL OF LOTS 141, 142 AND 143, DELTA ORCHARDS SUBDIVISION UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2575924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 30.10 ACRE (MAP RECORD: 30.00 ACRES) TRACT OF LAND BEING ALL OF LOTS 141, 142 AND 143, DELTA ORCHARDS SUBDIVISION UNIT NO.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2575924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4656 SET IN THE CENTERLINE OF SUNFLOWER ROAD FOR THE SOUTHWEST CORNER OF LOT 141 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 09°20' E, ALONG THE WEST LINE OF LOTS 141, 142 AND 143, AND THE CENTERLINE OF SUNFLOWER ROAD, A DISTANCE OF 1,980.60 FEET (MAP RECORD: 1,980.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4656 SET FOR THE NORTHWEST CORNER OF LOT 143 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 80°40' E, ALONG THE NORTH LINE OF LOT 143, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4656 SET AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF SUNFLOWER ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4656 SET AT 3743.80 FEET FOR THE WEST LINE OF A DRAIN DITCH RIGHT OF WAY, A TOTAL DISTANCE OF 662.00 FEET (MAP RECORD: 660.00 FEET) TO A POINT WEST, SAID DRAIN DITCH FOR THE NORTHEAST CORNER OF LOT 143 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 09°20' W, ALONG THE EAST LINE OF LOTS 141, 142 AND 143, AND ALONG A DRAIN DITCH, PASSING AT 1,320.60 FEET THE CENTERLINE OF MILE 21 1/2 NORTH ROAD, A TOTAL DISTANCE OF 1,980.60 FEET (MAP RECORD: 1,980.00 FEET) TO A POINT WEST SAID DRAIN DITCH FOR THE SOUTHEAST CORNER OF LOT 141 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 80°40' W, ALONG THE SOUTH LINE OF LOT 141 AND SAID DRAIN DITCH, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4656 SET AT 638.00 FEET FOR THE EAST RIGHT OF WAY LINE OF SUNFLOWER ROAD, A TOTAL DISTANCE OF 662.00 FEET (MAP RECORD: 660.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 30.10 ACRES OF LAND MORE OR LESS.

SURVEYOR ARE IN ACCORDANCE WITH LANTANA ACRES No.3, RECORDED IN VOLUME 30, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4656

4-23-2013
DATE

INDEX TO SHEETS

SHEET 1.- HEADING NOTE; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; N.U.E.S.C. CERTIFICATE; HIDALGO COUNTY B.U.I.D. AND HEALTH DEPT. CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; DELTA LAKE IRRIGATION DISTRICT CERTIFICATION; H.C.D.D. No. 1 CERTIFICATION; REVISION NOTES.

SHEET 2.- MAP OF WATER DISTRIBUTION SYSTEM ; COUNTY CLERK'S RECORDING CERTIFICATE, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND GRSP SYSTEM; ENGINEERING CERTIFICATION; REVISION NOTES; COUNTY CLERK'S RECORDING CERTIFICATE.

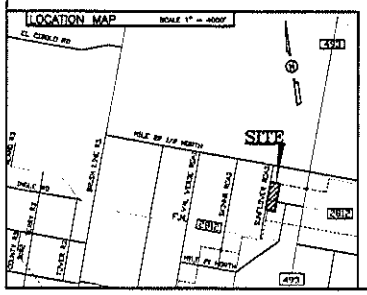
SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE MAP OF TOPOGRAPHY AND DRAINAGE AND ENGINEER'S CERTIFICATION

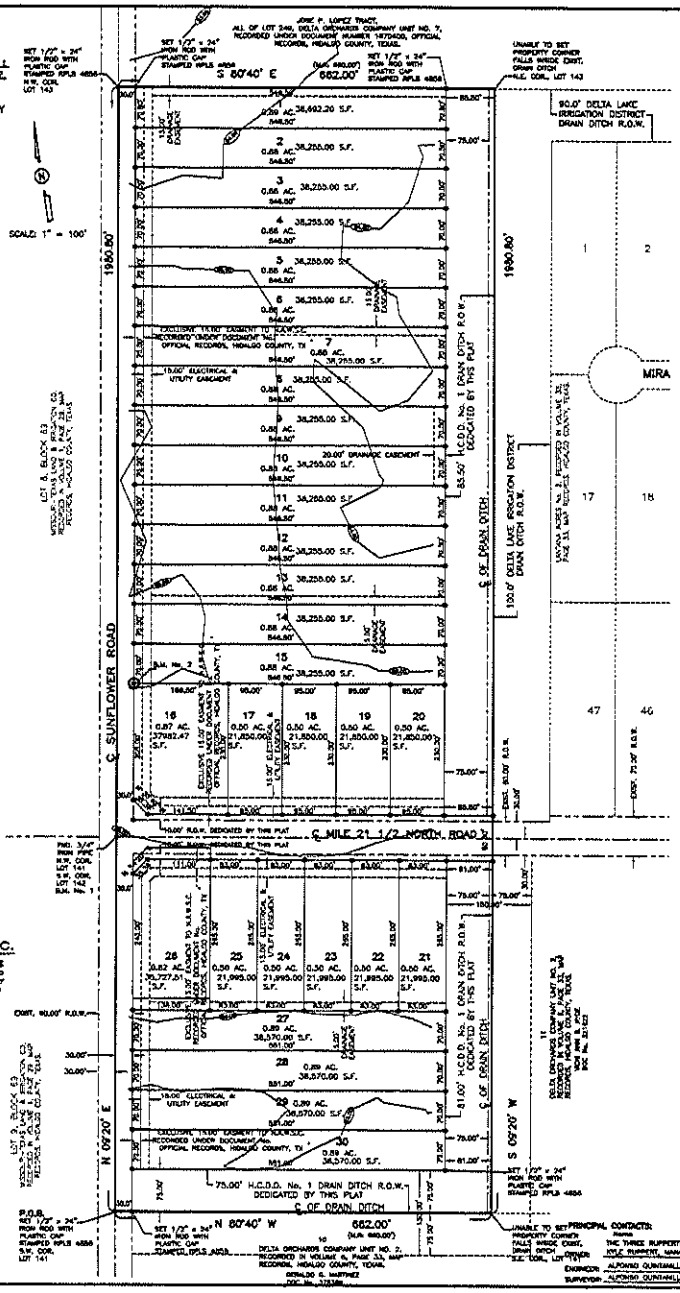
REVISION NOTES

| | | | |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS — LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
PHONE 956-381-6480 FAX 956-381-0527
REGISTRATION NUMBER F-1812
OFFICE@QUINTANILLAENGINEERING.COM

LOCATION MAP
SCALE 1" = 4000'





SCALE: 1" = 100'
JOSE P. LOPEZ TRACT.
ALL OF LOT 249, DELTA ORCHARDS COMPANY UNIT NO. 7, RECORDED UNDER DOCUMENT NUMBER 1477606, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4656
S 80°40' E
662.00'
(M.R. 660.00')
UNABLE TO SET PROPERTY CORNER FALLS WITHIN DRAIN DITCH. FOUND 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4656
S.W. COR. LOT 143
N.W. COR. LOT 143
N 09°20' E
1980.80'
C. SUNFLOWER ROAD
90.0' DELTA LAKE IRRIGATION DISTRICT DRAIN DITCH R.O.W.
C. OF DRAIN DITCH
100.0' DELTA LAKE IRRIGATION DISTRICT DRAIN DITCH R.O.W.
C. MILE 21 1/2 NORTH ROAD
S 09°20' W
1980.80'
S.E. COR. LOT 141
S.W. COR. LOT 141
N 80°40' W
662.00'
(M.R. 660.00')
P.O.B. SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4656
S.W. COR. LOT 141
UNABLE TO SET PROPERTY CORNER FALLS INSIDE DRAIN DITCH. FOUND 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4656
S.E. COR. LOT 143
DELTA ORCHARDS COMPANY UNIT NO. 2, RECORDED IN VOLUME 6, PAGE 33, MAP RECORDS, HIDALGO COUNTY, TEXAS.
GERALDO G. MARTINEZ
DOC. No. 1733186
MIRA
1
2
17
18
47
46
1 AC. 38,492.20 S.F.
2 0.88 AC. 38,250.00 S.F.
3 0.88 AC. 38,250.00 S.F.
4 0.88 AC. 38,250.00 S.F.
5 0.88 AC. 38,250.00 S.F.
6 0.88 AC. 38,250.00 S.F.
7 0.88 AC. 38,250.00 S.F.
8 0.88 AC. 38,250.00 S.F.
9 0.88 AC. 38,250.00 S.F.
10 0.88 AC. 38,250.00 S.F.
11 0.88 AC. 38,250.00 S.F.
12 0.88 AC. 38,250.00 S.F.
13 0.88 AC. 38,250.00 S.F.
14 0.88 AC. 38,250.00 S.F.
15 0.88 AC. 38,250.00 S.F.
16 0.87 AC. 37,982.47 S.F.
17 0.50 AC. 21,800.00 S.F.
18 0.50 AC. 21,800.00 S.F.
19 0.50 AC. 21,800.00 S.F.
20 0.50 AC. 21,800.00 S.F.
21 0.50 AC. 21,995.00 S.F.
22 0.50 AC. 21,995.00 S.F.
23 0.50 AC. 21,995.00 S.F.
24 0.50 AC. 21,995.00 S.F.
25 0.50 AC. 21,995.00 S.F.
26 0.82 AC. 35,727.51 S.F.
27 0.89 AC. 38,570.00 S.F.
28 0.89 AC. 38,570.00 S.F.
29 0.89 AC. 38,570.00 S.F.
30 0.89 AC. 38,570.00 S.F.
M1.64'
M1.64'
M1.64'

# PLANNING DEPARTMENT

## County of Hidalgo


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

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

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

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


Rev. 02-19-10

Financial Guarantee

Precinct 1 2 3 (4)

Application No: U/A

## 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 Temporary Service | Final Service |
|---|---|---|
| Environmental Health: | | |
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | TEMP | |
| Date Approved: | 10/30/13 | / / |

**Name:** Jack McClelland

**Address:** 2614 W. Freddy Gonzalez Edinburg, TX. 78539

**Phone:** 956-318-0956

**Water Supplier:** NAWSC

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Vista Ridge Acres Phase IV, Lots 1-27,

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

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

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-2-13);

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 Nora D Cavazos);

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 Nora D Cavazos);

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

ATTEST: _____ Hidalgo County Clerk _____ Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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956-968-4734
956-973-7850

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

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


Precinct 1 2 3 (4)

Application No: N/A

### 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:** Jack McClelland

**Address:** 2614 W. Freddy Gonzalez Dr.

Edinburg, Texas 78539

**Phone:** (956) 318-0956

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.): Vista Ridge Acres Phase IV: A 40.01 Acre Tract of Land out of Lots 4, 5, 11 & 12, Block 85,& Lots 1, 2, 7, 8 & 9, Block 86, Missouri-Texas Land and Irrigation Company's Subdivision, according to the plat thereof recorded in Vol. 1, Page 29.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jack McClelland 3-26-12
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

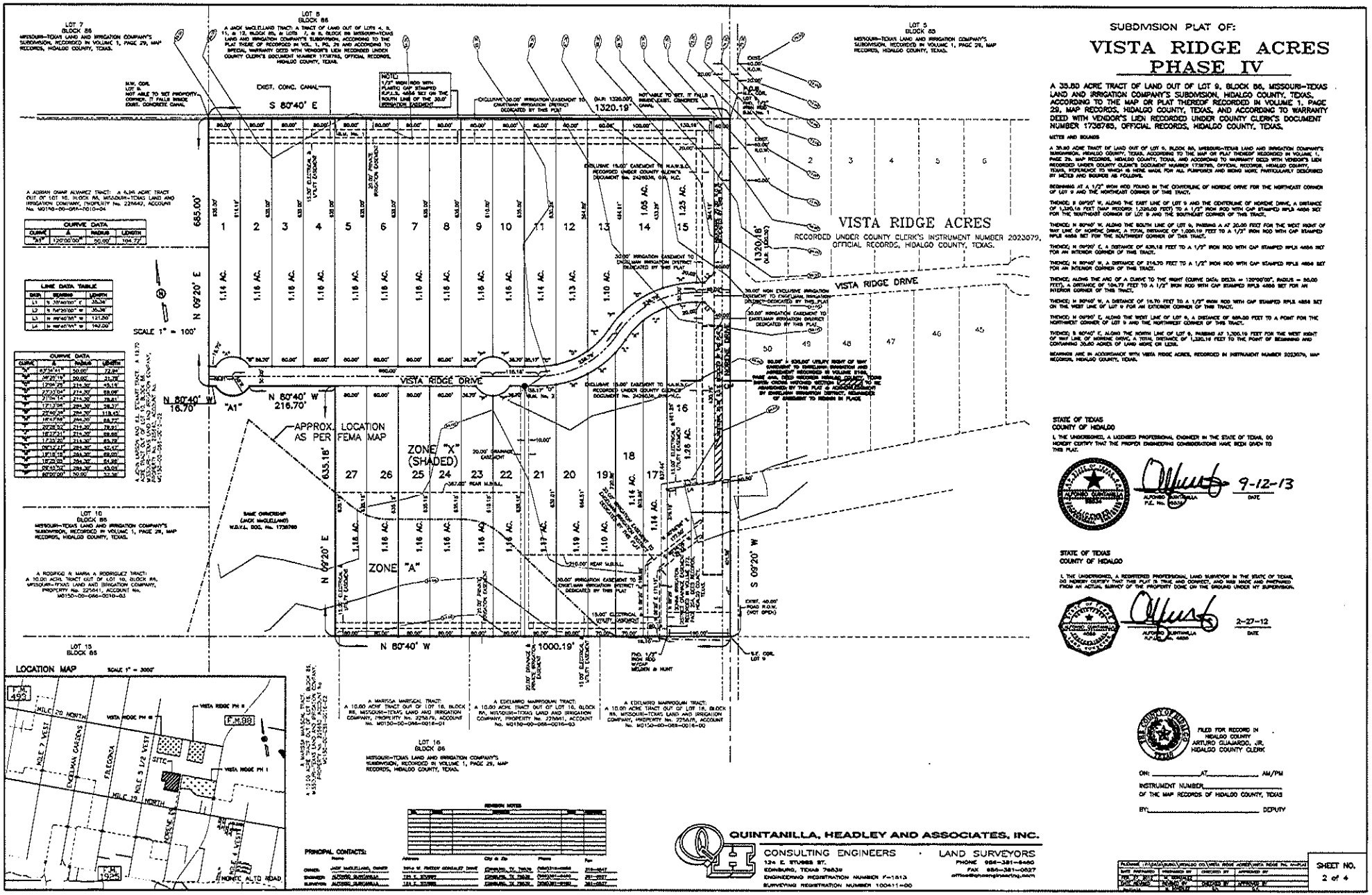
- X Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ✓ Other (describe) Copy of subd. plat

**This part to be filled out by receiving county official:**

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

10/02/13
**Date**

Yolanda Cavazos
**County Official**




| CURVE DATA | | | |
|---|---|---|---|
| CURVE | Δ | RADIUS | LENGTH |
| "A1" | 120°00'00" | 50.00' | 104.72' |

| LINE DATA TABLE | | |
|---|---|---|
| BASIS | BEARING | LENGTH |
| L1 | S 35°40'00" E | 35.36' |
| L2 | S 54°20'00" W | 35.36' |
| L3 | N 89°40'00" W | 121.50' |
| L4 | N 89°40'00" W | 142.50' |

| CURVE DATA | | | |
|---|---|---|---|
| CURVE | Δ | RADIUS | LENGTH |
| "A" | 67°34'41" | 50.00' | 72.84' |
| "B" | 24°25'19" | 50.00' | 21.78' |
| "C" | 12°06'29" | 214.70' | 45.19' |
| "D" | 47°03'04" | 214.70' | 176.29' |
| "E" | 21°04'14" | 214.70' | 78.91' |
| "F" | 17°13'04" | 284.70' | 28.17' |
| "G" | 22°40'28" | 284.70' | 112.65' |
| "H" | 14°14'56" | 284.70' | 68.27' |
| "I" | 20°28'32" | 214.70' | 76.71' |
| "J" | 16°23'11" | 214.70' | 68.85' |
| "K" | 12°33'20" | 214.70' | 80.29' |
| "L" | 09°13'27" | 284.70' | 45.47' |
| "M" | 14°18'18" | 284.70' | 69.01' |
| "N" | 18°28'35" | 284.70' | 91.80' |
| "O" | 09°13'27" | 284.70' | 45.83' |
| "P" | 90°00'00" | 50.00' | 32.36' |

SUBDIVISION PLAT OF:

# VISTA RIDGE ACRES PHASE IV

A 35.80 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738785, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 35.80 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 86, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1738785, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE CENTERLINE OF NORENE DRIVE FOR THE NORTHEAST CORNER OF LOT 9 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 09°20' W, ALONG THE EAST LINE OF LOT 9 AND THE CENTERLINE OF NORENE DRIVE, A DISTANCE OF 1,320.18 FEET (MAP RECORD 1,320.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4656 SET FOR THE SOUTHEAST CORNER OF LOT 9 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 80°40' W, ALONG THE SOUTH LINE OF LOT 9, PASSING A AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF NORENE DRIVE, A TOTAL DISTANCE OF 1,000.19 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4656 SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 09°20' E, A DISTANCE OF 635.18 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4656 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, N 80°40' W, A DISTANCE OF 216.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4656 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 120°00'00", RADIUS = 50.00 FEET), A DISTANCE OF 104.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4656 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, N 80°40' W, A DISTANCE OF 16.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4656 SET ON THE WEST LINE OF LOT 9 FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE, N 09°20' E, ALONG THE WEST LINE OF LOT 9, A DISTANCE OF 685.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF LOT 9 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 80°40' E, ALONG THE NORTH LINE OF LOT 9, PASSING AT 1,300.19 FEET FOR THE WEST RIGHT OF WAY LINE OF NORENE DRIVE, A TOTAL DISTANCE OF 1,320.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.80 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA RIDGE ACRES, RECORDED IN INSTRUMENT NUMBER 2023079, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA P.E. No. 84356 — DATE 9-12-13

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA R.P.L.S. 4656 — DATE 2-27-12

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

REVISION NOTES

| No. | DESCRIPTION | DATE | BY |
|---|---|---|---|

PRINCIPAL CONTACTS:

| | Name | Address | City & Zip | Phone | Fax |
|---|---|---|---|---|---|
| OWNER | JACK McCLELLAND, OWNER | 3916 W. FREEWAY MCALLEN, TEXAS | EDINBURG, TX. 78539 | (956)316-4468 | 316-4647 |
| ENGINEER | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX. 78539 | (956)381-6440 | 381-0927 |
| SURVEYOR | ALFONSO QUINTANILLA | 124 E. STUBBS | EDINBURG, TX. 78539 | (956)381-6440 | 381-0927 |

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
PHONE 956-381-6440 FAX 956-381-0927
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
office@qhengineering.com

| PATH/NAME | P:\DATA\DWG\HIDALGO CO\VISTA RIDGE ACRES\VISTA RIDGE PH. IV.DWG |
|---|---|
| DATE INITIATED | PROJECT MGR. |
| DRAWN BY | CHECKED BY |
| DATE REVISED | APPROVED BY |

SHEET NO. 2 of 4

# 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: N/A

## 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: Kathryn Cast

Address: 212 W. University PMB 703

Edinburg, TX. 78541

Phone: 956-287-8349

| | Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|---|
| | | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | JEMP | |
| Date Approved: | | 10/30/13 | / / |

Water Supplier: WAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Los Ventos Estates, Lots 1-15,

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 10/2/13 );

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 Nora D Cavazos Nora D Cavazos);

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 Nora D Cavazos Nora D Cavazos)

_____ _____ _____

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: N/A

## 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: Kathryn I. East

Address: 2112 W. University, PMB 703
Edinburg, Tx 78541

Phone: (956) 287-8349

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

Los Ventos Estates, Lots 1-15

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Kathryn I. East 8-26-2013
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

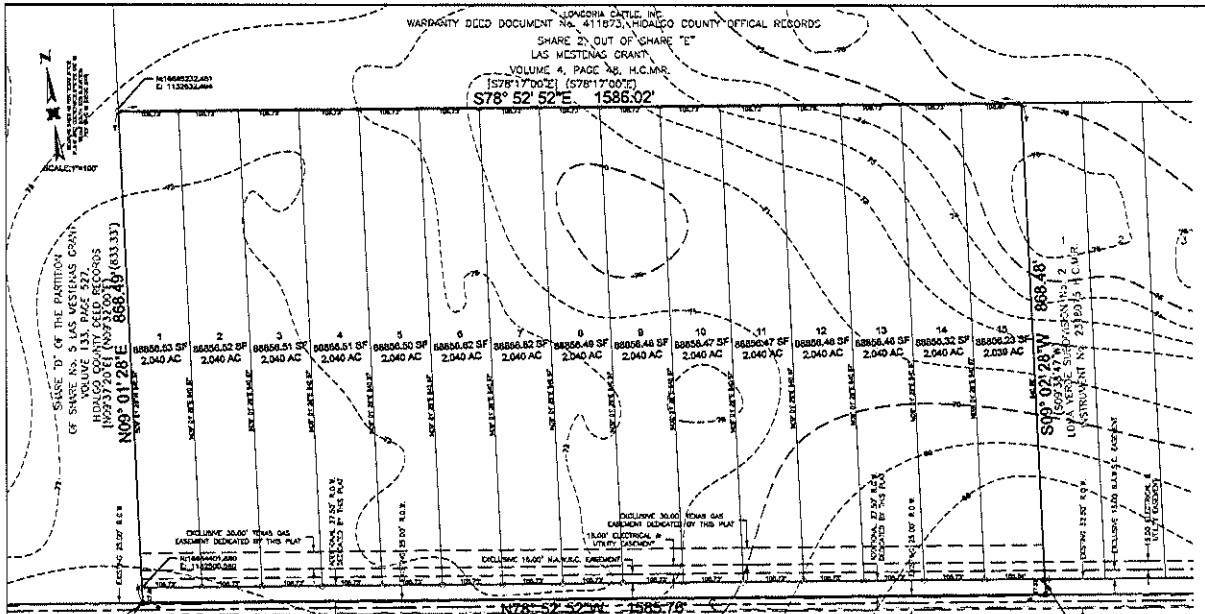
- [ ] Deed
- [ ] Executory Contract
- [ ] Lease
- [ ] Rent Receipt
- [ ] Affidavit
- [✓] Other (describe) Copy of subd. plat

**This part to be filled out by receiving county official:**

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

10/2/13
**Date**

Nora Olivarez
**County Official**




INDEX TO SHEET OF LOS VIENTOS ESTATES

SHEET 1: HEADING, INDEX, LOCATION MAP AND CTA; PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (NOTES AND BOUNDS); SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY WATER CERTIFICATE; H.C.D.D. No. 1; HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSF AND DRAINAGE; DRAINAGE POND MAINTENANCE NOTES; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE POND, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE POND MAINTENANCE NOTES; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE POND, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

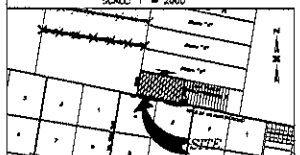
PROJECT LEGEND

- ● FOUND ½" REBAR
- ○ SET ½" REBAR W/PLASTIC CAP STAMPED "MELDEN & HUNT"
- R.O.W. – RIGHT OF WAY
- H.C.M.R. – HIDALGO COUNTY MAP RECORDS
- N.A.W.S.C. – NORTH ALAMO WATER SUPPLY CORPORATION
- B.W. CORP. – SOUTHWEST CORNER
- P.O.B. – POINT OF BEGINNING
- (.) – MAP CALL
- (.) – DEED CALL
- XXXX – APPROXIMATE LOCATION OF GAS LINE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS VIENTOS ESTATES IS LOCATED IN THE EAST PART OF HIDALGO COUNTY ON THE NORTH SIDE OF MILE 22½ NORTH ROAD, APPROXIMATELY 4250 FEET WEST OF ITS INTERSECTION WITH SHAWNEE ROAD AND MILE 22½ NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). LOS VIENTOS ESTATES LIES APPROXIMATELY 4.0 MILES FROM THE CITY LIMITS (AND IS NOT WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.

LOCATION MAP
SCALE: 1" = 2000'




SUBDIVISION MAP OF

# LOS VIENTOS ESTATES

BEING 31.60 ACRES OUT OF
SHARE 1 OUT OF SHARE "E" OUT OF
THE LAS MESTENAS GRANT
VOL. 4, PG. 48 H.C.M.R.
HIDALGO COUNTY, TEXAS

DESCRIPTION OF LOS VIENTOS ESTATES
NOTES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 31.60 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING PART OR PORTION OUT OF SHARE 1 OUT OF SHARE "E" OUT OF THE LAS MESTENAS GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 48, HIDALGO COUNTY MAP RECORDS, SAID SHARE "E" SHOWN ON THE PLAT OF ORIGINAL SHARE NO. 5 LAS MESTENAS GRANT, RECORDED IN VOLUME 133, PAGE 527, HIDALGO COUNTY DEED RECORDS, WHICH SAID 31.60 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND, WITH A NORTHING OF 16666374.70E AND AN EASTING OF 1336983.94E, AT THE SOUTHWEST CORNER OF SAID SHARE 1, SHARE "E", FOR THIS SOUTHWEST CORNER OF THIS TRACT;

1. THENCE, N 09° 01' 28" E (N 09° 33' 00" E MAP CALL) IN 09° 33' 00" E DEED CALL) ALONG THE WEST LINE OF SAID SHARE 1, SHARE "E", AT A DISTANCE OF 37.84 FEET PASS A NO. 4 REBAR SET FOR THE HEREBY PROPOSED NORTH RIGHT-OF-WAY LINE OF MILE 22 ½ NORTH, CONTINUING A TOTAL DISTANCE OF 868.49 FEET (833.33 FEET PLAT CALL) TO A NO. 4 REBAR SET, WITH A NORTHING OF 16667233.69 AND AN EASTING OF 1336983.66, AT THE NORTHWEST CORNER OF SAID SHARE 1, SHARE "E", FOR THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 78° 52' 52" E (S 78° 17' 00" E MAP CALL) (S 78° 17' 00" E DEED CALL) ALONG THE NORTH LINE OF SAID SHARE 1, SHARE "E", A DISTANCE OF 1586.02 FEET TO A NO. 4 REBAR SET AT THE NORTHWEST CORNER OF LOMA VERDE SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2318015, H.C.M.R. AT THE NORTHEAST CORNER OF SAID SHARE 1, SHARE "E", FOR THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 09° 02' 28" W (S 09°34'41" W MAP CALL) ALONG THE WEST LINE OF SAID LOMA VERDE SUBDIVISION NO. 2, AT A DISTANCE OF 868.48 FEET PASS AND A REBAR SET FOR THE HEREBY PROPOSED NORTH RIGHT-OF-WAY LINE OF MILE 22 ½ NORTH, CONTINUING A TOTAL DISTANCE OF 868.48 FEET TO A NO. 4 REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOMA VERDE SUBDIVISION NO. 2 AND ON THE SOUTH LINE OF SAID SHARE 1, SHARE "E" FOR THE SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, N 78° 52' 52" W (N 78° 17' 00" W MAP CALL) (N 78° 17' 00" W DEED CALL) ALONG THE SOUTH LINE OF SAID SHARE 1, SHARE "E", A DISTANCE OF 1585.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 31.60 ACRES OF LAND, MORE OR LESS.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

MELDEN & HUNT INC.
CONSULTANTS ENGINEERS SURVEYORS
115 N. MARTIN, EDINBURG, TX. 78539 (956) 381-0981
FIRM (956) 381-1839
107 S. 7th, SUITE 207, MCALLEN, TX. 78501 (956) 682-3481
NO CHANGE BY, TX. 78583 FIRM (956) 682-3481
E-MAIL: www.meldenhunt.com ESTABLISHED 1947

DRAWN BY: ____ DATE: 08-21-13
IRRIGATION, CHECKED: ____ DATE: ____
SURVEYED, CHECKED: ____ DATE: ____
FINAL CHECK: ____ DATE: ____

PRINCIPAL CONTACTS

| | NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER: | KATHRYN I. EAST | 2112 W. UNIVERSITY DR. #M2703 | EDINBURG, TX. 78539 | (956) 287-8348 | (956) 287-8338 |
| ENGINEER: | FRED L. KUNTH | 115 N. MARTIN ST. | EDINBURG, TX. 78541 | (956) 381-0981 | (956) 381-1839 |
| SURVEYOR: | FRED L. KUNTH | 115 N. MARTIN ST. | EDINBURG, TX. 78541 | (956) 381-0981 | (956) 381-1839 |

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL, AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL BE NOT EXCESS OF 30 FEET IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED; PROVIDED THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH WITH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THAT LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 10' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF _____, 20__.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GLOBAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT: ZONE "X" (UNSHADED) AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN (COMMUNITY-PANEL NO. 480334 0325 D MAP REVISED JUNE 16, 2000 REVISED TO REFLECT LOMR DATED MAY 17, 2001 & COMMUNITY-PANEL NO. 480334 0325 D MAP REVISED JUNE 6, 2000 REVISED TO REFLECT LOMR DATE MAY 17, 2001). THE 100-YEAR WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, (COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE DEFINED NO ONSITE AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN, CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
FRONT: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER.
REAR: 35.00 FEET OR EASEMENT WHICHEVER IS GREATER.
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER.
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER, ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION OR "HORIZ" PAC AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
---NGVD, NO. 1-ELEV. 67.65 M.S.V.D. 29 DESCRIPTIONS: TOP OF No. 4 REBAR FOUND AT END THE NORTH SIDE OF MILE 22½ NORTH ROAD AT THE SOUTHEAST CORNER OF LOT 10 OF THIS SUBDIVISION. N:16664374.7027, E:1334704.8627.
---NGVD, NO. 2-ELEV. 71.46 N.G.V.D. 88 DATUM. DESCRIPTIONS: No. 4 REBAR FOUND WITH MELDENHUNT CAP LOCATED ON THE SOUTHEAST CORNER OF LOT 15 OF "LOMA VERDE" SUBDIVISION No. 2", INSTRUMENT 2346075 H.C.M.R. N:16663780.22, E: 1336412.86.
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 35.447 CUBIC-FEET GIVEN ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. ___ FOR STORM SEWER IMPROVEMENTS) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINED AT THE DEVELOPMENT PERMIT STAGE ABOVE DUE TO THE MINIMUMUS AREA BOND GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
7. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, TREES, SHRUBS (EXCEPT FOR OTHER PLANTINGS (EXCEPT FOR LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT MAY INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING IF AND WHICH WATER, SEPTIC, ELECTRICITY, AND GAS SERVICES SHALL BE MADE AVAILABLE TO THE SUBDIVISION.
10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMITS. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND DEED PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVISION IS RESERVED FOR PROVIDING ON OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR THE DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED AGENT BEFORE BACKFILL.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS AN ATTACHMENT TO THE ENGINEER'S REPORT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OBTAINING A LOT.
13. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
14. KATHRYN I. EAST, THE OWNER & "GROWNER OF LOS VIENTOS ESTATES", RETAINS A BLANKET EASEMENT OVER ALL LOTS FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
15. NO RECORDED EASEMENT WAS FOUND FOR GAS LINE.
16. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 18" IN DIAMETER AND 24' IN LENGTH.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS VIENTOS ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

ON _____ DAY OF _____, 20__.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR "DATE"

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS VIENTOS ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON _____ DAY OF _____, 20__.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER "DATE"

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, Kathryn I. East, _____ HEREBY SUBDIVIDE THE LAND AS AS OWNER OF THE 31.60 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS VIENTOS ESTATES, DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
Kathryn I. East DATE
2112 W. University Drive, PMB 703
Edinburg, Texas 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME THROUGH THE TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE PROVIDED TO ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2013 .

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KUNTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF LOS VIENTOS ESTATES WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 04-15-13 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KUNTH, PE # 84154 RPLA # 4750
DATE SURVEYED: 04-15-13 JOB No. 13045.00
DATE PREPARED: 5-22-13 11009.13
TX 919 PG. 71
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED IN ANY ENGINEERING REPORT IS APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LOS VIENTOS ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ DAY OF _____, 20__.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

FILED FOR RECORD IN
HIDALGO COUNTY,
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

SHEET 1 OF 3 SHEETS

# PLANNING DEPARTMENT
## County of Hidalgo

Rev. 02-19-10

Septico Anatello


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: N/A

## 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:**

| | Temporary Service | Final Service |
|---|---|---|
| **Approved by Environmental Health:** | | |
| | Authorized Signature | Authorized Signature |
| **Inspection/Permit No:** | TEMP | |
| **Date Approved:** | 10/30/13 | / / |

**Name:** Josue Gonzalez

**Address:** 10165 W. La Homa
Mission, TX.

**Phone:** 956-451-7061

**Water Supplier:** SWSC

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

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

regarding the land described as: Josue Subdivision, Lots 1-2,

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 10-29-13 );

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 Nora DCavazos)

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 Nora DCavazos);

_____ _____ _____
**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: N/A

### 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:** Josue Gonzalez

**Address:** 10165 N. La Homa Rd.
Mission Tx 78574

**Phone:** 451-7061

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

Lots 1 and 2, Josue Subdivision, Hidalgo County, Texas.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Josue Gonzalez — Requesting Party (Signature)
10/2/13 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_____ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) Copy of subd. plat

**This part to be filled out by receiving county official:**

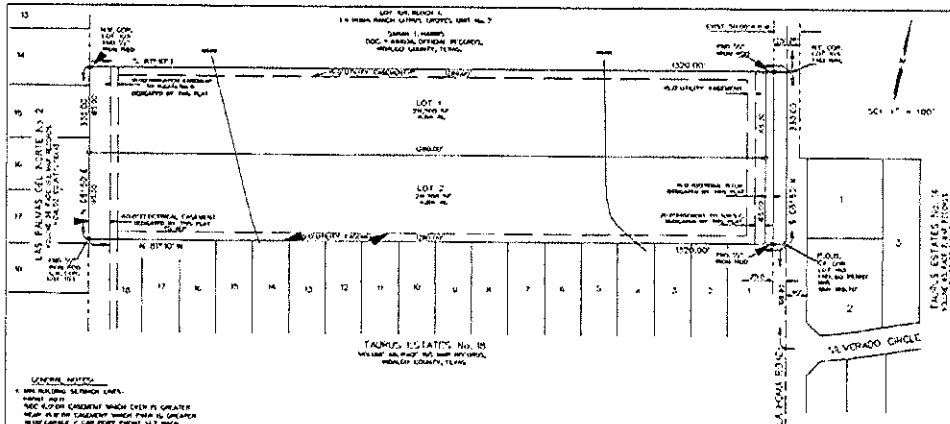
**Location of land verified and completed request accepted by Hidalgo County for processing on:**

10/29/13 — **Date**

Mona D Cavazos — **County Official**

# JOSUE SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING ALL OF LOT 103, BLOCK 1, LA HOMA RANCH CITRUS GROVES UNIT NO.2, SUBDIVISION, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 8, PAGE 9, MAP RECORDS, HIDALGO COUNTY, TEXAS.




LOCATION MAP
SCALE: 1" = 200'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

JOSUE SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED WESTERLY HIDALGO COUNTY ON THE WEST SIDE OF LA HOMA ROAD, WHICH RUNS NORTH OF SAN PEDRO CIRCLE, NOTARY'S SITE AND SOUTH OF EL CAMINO REAL. ACCORDING TO THE CITY OF MISSION POPULATION OF 77,058 2010 CENSUS, JOSUE SUBDIVISION LIES OUTSIDE THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION UNDER LOCAL GOVERNMENT CODE § 212.001

## NOTES AND BOUNDS

A 10.00 ACRE TRACT OF LAND BEING ALL OF LOT 103, BLOCK 1, LA HOMA RANCH CITRUS GROVES UNIT NO.2, SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 8, PAGE 9, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2460784 OFFICIAL RECORDS HIDALGO COUNTY, TEXAS;

BEGINNING AT A NO PENNY NAIL FOUND IN THE CENTERLINE OF N. LA HOMA ROAD FOR THE SOUTHWEST CORNER OF LOT 103 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89°30'00" W, ALONG THE SOUTH LINE OF LOT 103, PASSING A ½" IRON ROD FOUND AT 25.00 FEET FOR THE WEST R.O.W. LINE OF N. LA HOMA ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 103 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 00°30'00" E, ALONG THE WEST LINE OF LOT 103, A DISTANCE OF 330.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT AND THE NORTHWEST CORNER OF LOT 103;

THENCE S 89°30'00" E, PASSING AT 1295.00 FEET TO A ½" IRON ROD FOUND FOR THE WEST R.O.W. LINE OF N. LA HOMA ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A POINT ON THE EAST LINE OF LOT 103, AND IN THE CENTERLINE OF N. LA HOMA ROAD FOR THE NORTHEAST CORNER OF THIS TRACT AND THE NORTHEAST CORNER OF LOT 103;

THENCE S 00°30'00" W, ALONG THE EAST LINE OF LOT 103, AND THE CENTERLINE OF N. LA HOMA ROAD, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

## GENERAL NOTES:

1. MINIMUM BUILDING SETBACK LINES:
   FRONT: 20.0'
   SIDE: CORNER EASEMENT WHICHEVER IS GREATER
   REAR: PLAT OR EASEMENT WHICHEVER IS GREATER
   GARAGE: 18' GARAGE 4' CARPORT FRONT SET BACK

2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, OR ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED PARTIALLY IN SPECIAL FLOOD HAZARD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY BASE FLOOD ELEVATION. FINISH FLOOR ELEVATIONS AND ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
   A. IN DETAILED 12" IRON ROD FOUND UNLESS OTHERWISE NOTED
   B. IN DETAILED 12" IRON ROD SET UNLESS OTHERWISE NOTED.
   C. IN DETAILED NAIL FOUND UNLESS OTHERWISE NOTED
   D. IN DETAILED MONUMENTATION TO BE SET AT SOUTHEAST CORNER OF THIS SUBDIVISION U.S.C.G.S.

3. FLOOD ZONE DETERMINATION ZONE "X"
   AREA DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0190 D
   MAP REVISION DATE: 6, 2000
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FLOOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

4. DRAINAGE
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF _____ (_____) _____ ACRE-FEET OF STORM WATER RUNOFF DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS. WILL BE ACCOMPLISHED BY ON-SITE DETENTION, DRAINAGE FOR THIS DEVELOPMENT WILL BE MAINTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT.

5. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF VEHICLES, BUILDINGS, SHEDS, GARAGES, TREES, AND OTHER PLANTINGS (EXCEPT LOW LYING TYPES OF PLANTS SUCH AS GRASS, HEDGES, GROUND COVER, VINES, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

6. GENERAL NOTE FOR "SINGLE FAMILY RESIDENCES":
   NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE SUPPLEMENTED BY ALL DEEDS AND CONTRACTS FOR DEEDS AND OTHER USE SHALL INCLUDE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS, APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

7. ON-SITE SEWAGE FACILITIES (OSSF) NOTES:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
   THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM TO BE INSTALLED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
   A LICENSED OPERATOR SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT CONNECTED WITH THE MINIMUM 24 HOUR MINIMUM FEET OF LOT AREA WITH PUBLIC WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS WORK WITH SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EVERY LOT WILL BE STAKED ON THE LOT BY LICENSED PERSONNEL FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE PROPOSED SOIL DETERMINED THAT LOT WILL NOT BE SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
   F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE, THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
   - REMOVING OF SEPTIC TANKS
   - RAISE FLOW LINES
   - SEPTIC TANK COVER SHALL BE ABLE TO SEAL

8. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

9. JOSUE GONZALEZ, LA HOMA L. GONZALEZ AND JOSUE ARTURO GONZALEZ, JR. THE OWNERS & SUBDIVIDERS OF JOSUE SUBDIVISION, HEREBY, AND EXCLUSIVELY UPON EACH LOT THAT WILL NUMBER OF DWELLING OR APARTMENT UNIT OR THE LOT AS DESCRIBED OR SHALL NOT 1 OF THIS PLAT.

10. EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF FIVE FEET AS PER THE HIDALGO COUNTY WORKS SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS WITHIN COUNTY WITH THE AND RECORDED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

12. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. DEVELOPMENT PERMIT NO WATER OR LIGHT DISCONNECTS SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

13. FIRE HYDRANTS INSTALLED WITHIN THE SUBDIVISION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

14. IF THE REPURCHASING OF A LOT BECOMES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LOT WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE LARGER METER SIZE MUST BE PAID TO THE CORPORATION PRIOR TO THE INSTALLATION OF SERVICE OR SUCH LARGER METER. THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.

## REVISION NOTES

| NO. | DATE | DESCRIPTION | INITIALS |
|---|---|---|---|

## PRINCIPAL CONTACTS

| NAME | ADDRESS | CITY & ZIP | PHONE |
|---|---|---|---|
| OWNER: JOSUE ARTURO GONZALEZ, JR. | 1009 N. LA HOMA RD | MISSION, TEXAS 78572 | (956) 584-0098 |
| ENGINEER: NAIN ENGINEERING, L.L.C. | 506 N. 5TH STREET | EDINBURG, TEXAS 78539 | (956) 994-0098 |
| SURVEYOR: NAIN ENGINEERING, L.L.C. | 506 N. 5TH STREET | EDINBURG, TEXAS 78539 | (956) 994-0098 |

## STATE OF TEXAS
## COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

JOSUE GONZALEZ OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "JOSUE SUBDIVISION" HEREBY SUBDIVIDE THAT LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREON.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(a) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND

(b) SEWER CONNECTION TO THE LOTS ON SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE OF HIDALGO;

(c) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND

(d) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER
JOSUE ARTURO GONZALEZ
ADDRESS: 1009 N. LA HOMA ROAD
MISSION, TEXAS, 78572

OWNER
LA HOMA L. GONZALEZ
ADDRESS: 1009 N. LA HOMA ROAD
MISSION, TEXAS, 78572

OWNER
JOSUE ARTURO GONZALEZ, JR.
ADDRESS: 1009 N. LA HOMA ROAD
MISSION, TEXAS, 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY, PERSONALLY APPEARED JOSUE GONZALEZ, LA HOMA L. GONZALEZ AND JOSUE ARTURO GONZALEZ, JR. PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, ON THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THOSE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2013

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS.

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO.1 DATED THIS _____ DAY OF _____, 2013

_____ _____
PRESIDENT DATE

ATTEST: _____ _____
SECRETARY DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY SATISFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT ESTIMATE THAT THE DRAINAGE PLANS ARE ADEQUATE FOR ANY DEVELOPMENT FOR THE SPECIFIC SUBDIVISION, NEITHER THE GENERALLY ACCEPTED ENGINEERING CRITERIA IN THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED COUNTY CLERK THAT THIS PLAT OF JOSUE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH SUPERVISOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION

_____
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5791
1000 TAMM
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED VALLERIO A. MIRATA, A DULY REGISTERED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

VALLERIO A. MIRATA P.E.
LICENSED PROFESSIONAL ENGINEER No. 94001
ALL IN THE STATE OF TEXAS

VALLERIO A. MIRATA
94001
LICENSED
PROFESSIONAL ENGINEER

## HIDALGO COUNTY
## CERTIFICATE OF PLAT APPROVAL
## UNDER LOCAL GOVERNMENT CODE § 232.0027(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE JOSUE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2013.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER: _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY: _____ DEPUTY

DATE OF PREPARATION: MAY 28, 2013

## NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
506 N. 5TH STREET
EDINBURG, TEXAS 78539
PH: (956) 994-0098
E-MAIL: NAINENGINEERING@YAHOO.COM

## INDEX TO SHEET OF JOSUE SUBDIVISION

| | |
|---|---|
| SHEET 1 | COVER SHEET, LOCATION MAP AND NOTES AND BOUNDS |
| SHEET 2 | TOPOGRAPHIC AND DRAINAGE PLAN |

| | PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | JULIO REYES | 3-13909 |
| 2. | JUAN D. CHAVARRIA | 3-12456 |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| | | |
| | COMM. COURT: NOVEMBER 12, 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.
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956-205-7045
956-205-7049

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


Precinct 1 2 3 4

Application No: 313909
7/12/13

## 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:

| Approved by Environmental Health: | Temporary Service | Final Service |
|---|---|---|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | A378-3580 |
| Date Approved: | / / | 10/31/13 |

Name: Julio Reyes

Address: 3712 N La Homa Rd.
Mission, TX
78574

Phone: 655-9229

Water Supplier: Sharyland

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

Account/ESI No.: 100327894-

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Vista Terrace Ld 27,

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

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

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 6/27/95);

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

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 Sandra Canto);

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 Sandra Canto);

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

Sandra Canto 11/6/13
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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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: 313909

## 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: Julia Reges

Address: 3712 N. La Home Rd. Mission Tx 78574

Phone: (956) 655-92-29

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

Vista Terrace Lot 27

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) 8/28/13 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

11/6/13
**Date**

Sandra Cantu
**County Official**

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: March 25, 1996

Grantor: F & L Enterprises

Grantor's Mailing Address: F & L Enterprises
P.O. BOX 668
MISSION TEXAS 78505-0668
(including county) HIDALGO COUNTY

514220

Grantee: Julio Reyes

Grantee's Mailing Address: Julio Reyes
2601 S-28th St. Unit #16
McAllen, TX 78503
(including County) Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of $11,000.00 and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to Henry I. Fankhauser II , Trustee.

Property (including any improvements):

LOT# 27, Vista Terrace, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30 , PAGE 83, MAP RECORDS OF HIDALGO COUNTY, TEXAS THE FOLLOWING SPECIAL RESTRICTIVE COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE GRANTEES, THEIR HEIRS AND ASSIGNS: ONLY ONE HOME OR MOBILE HOME MAY BE SITUATED ON EACH LOT.

Reservations From and Exceptions to Conveyance and Warranty:

SAVE & EXCEPT all oil, gas, and other minerals not previously reserved;
SUBJECT TO the prior reservations of all oil, gas and other minerals;
SUBJECT TO oil, gas and mineral leases of record;
SUBJECT TO easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

For Grantor and Grantor's successors, a reservation of an undivided interest in the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil 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, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

This conveyance is made subject to the following restrictions:
(1) Grantee will not move any house or building upon the premises without first receiving Grantor's approval.

(2) There will be only one home or one mobile home on each lot.
(3) Grantee will install a septic tank according to County standards or requirements. No outhouses or privies shall be permitted.
(4) Due to the fact that these lots are in a rural farming area, there are open canals, stray and/or wild animals which could be dangerous to small children, the grantee will be responsible to build a substantial fence around said property.
(5) No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or a nuisance to the neighborhood.
(6) No lot shall be used or maintained as a dumping ground for rubbish ,trash or any hazardous material. Garbage shall not be kept except in sanitary containers and such containers shall be kept except in a clean and sanitary condition.
(7) No cars, trucks or equipment that are not in a working order may be kept on any lot in this subdivision.
(8) No livestock shall be raised on any lot in this subdivision.

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.

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 labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with the respect to any particular purpose, development 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 express set forth herein.

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

F & L Enterprises

Henry I. Fankhauser II BY Mike Friedrichs

Henry I. Fankhauser II BY Attorney-in-fact Mike Friedrichs
Owner

ACKNOWLEDGMENT * STATE OF TEXAS *

COUNTY OF HIDALGO *

This instrument was acknowledged before me on 3-25-96 , by Mike Friedrichs, Attorney-in-fact for Henry I. Fankhauser II , President of F & L Enterprises , a Texas corporation, on behalf of said corporation. *Power of attorney recorded as document #500076 in the OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS*

Alma L. Chavez
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
ALMA L. CHAVEZ
NOTARY PUBLIC
State of Texas
Comm. Exp. 09-22-98

PREPARED IN THE OFFICE OF:

F & L Enterprises
P.O. Box 668
McAllen, Texas
78505-0668

AFTER RECORDING RETURN TO:

Julio Reyes
2601 S-28th St. Unit #16
McAllen, TX 78503

# Chapter 232 Texas LGC Application

APPLICATION NO:
3-13909
Jul. 12, 2013

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

V4349-00-000-0027-00

[ 1] OWNER: REYES, JULIO
3212 N. LA HOMA RD

MISSION TX 78574-3075
Telephone No. 655-9329

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: SHAR

[ 4] PURPOSE OF APPLICATION: MOVED BUILDING
29-RESIDENTIAL MOVE-IN/RELO.BUILD.
[ 5] SIZE OF STRUCTURE: 1,050 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
VISTA TERRACE LOT 27
C-29

LOCATION: 0 BENTSEN PALM AND MILE 5

[ 8] SEWAGE: INSTA

[ 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.**
FRONT 25' BACK 115 SIDES 6'
MUST COMPLY W/ALL COUNTY SETBACK AND REGULATION
18" TOP OF CURB

Roy Conti — Prepared by — 7/12/13 Date

Roy Conti — Approved by — 7/10/13 Date

Julio Reyes — Signature of Owner or Applicant — 7/12/13 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0290D Pct: 3

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 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: 3-12456
5/1/12

## 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: Juan D. Chavarria

Address: 1710 El Pinto Rd.
Sullivan City, Tx.
Lot. #6 Aladdin Ranchitos

Phone: (956) 321-0017

| | Temporary Service | Final Service |
|---|---|---|
| Approved by Environmental Health: | | aguaranda |
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | 1550 |
| Date Approved: | / / | 11/4/13 |

Water Supplier: Agua SUD

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 10032789484865689

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Aladdin Ranchitos Lot 6,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/2/02);

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

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

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 Sandra Cantu);

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

Sandra Cantu 11/4/13
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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956-205-7045
956-205-7049

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


Precinct 1 2 3 4

Application No: 3-12456

5/1/12

## 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:** Juan D. Chavarria

**Address:** 1710 El Pinto Rd. Sullivan City, Tx.
Lot #6 Aladdin Ranchitos

**Phone:** (956) 321-0017

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

Aladdin Ranchitos Lot 6

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — 11-04-13 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

**This part to be filled out by receiving county official:**

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

11/4/13
**Date**

Lindra Carter
**County Official**

2292800

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 OR YOUR DRIVER'S LICENSE NUMBER.

# WARRANTY GIFT DEED

| | |
|---|---|
| DATE: | MARCH 13, 2012 |
| GRANTOR: | IVAN CHAVARRIA |
| GRANTOR'S MAILING ADDRESS: (Including County) | PO Box 753<br>Hidalgo County<br>Sullivan City, Texas 78595 |
| GRANTEE: | JUAN CHAVARRIA |
| GRANTEE'S MAILING ADDRESS: **(including County)** | **PO BOX 753**<br>**Hidalgo County**<br>**Sullivan City, Texas 78595** |
| CONSIDERATION: | Love and Affection |

PROPERTY (including any improvements)
Lot six (6), ALADDIN RANCHITOS, Subdivision, Phase I, Hidalgo County, Texas, as per map or plat of record in Volume 40, Page 65, Map Records, Hidalgo County, Texas. Property Tax # A1725-00-000-0006-00. Being the West 104.70' (front) and the East 104.70'(back) by the NORTH (side)445.70'and SOUTH (side) 445.70'. Total measurement of Lot #6 is 46664.79 S.F.

RESERVATION FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. SUBJECT TO all mineral reservations, if any, of record;
2. SUBJECT TO oil and gas leases, if any, of records;
3. SUBJECT TO easements and building restrictions and conditions, if any, or record;
4. SUBJECT TO all easements rules, regulations and rights in favor of a water improvements district , if any, of record;
5. SUBJECT TO all visible easements, if any,
6. SUBJECT TO the subdivision regulations or the County of Hidalgo and/or Ordinances or Governmental regulations of the City in which the property may be located or Holding extra=territorial jurisdiction of 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 thereof in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the 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.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE IS TAKING THE PROPERTY "AS IS" "WHERE IS" AND "WITH ALL FAULTS" AND WITHOUT AND REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE ANDEXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING,BUT NOT LIMITED TO:

(1) THE PHYSICAL CONDITION OF THE PROERTY OR ANY ELEMENTTHEREOF INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TOSUITABILITY FOR HABITATION, MERECHANTABILITY OR FITNESS FRO A PARTICULAR PURPOSE;

(2) THE NATURE OF QUALITY OF CONSTRUCTION, STRUCTUAL DESIGN AND ENGINEERING OF ANY IMPROVMENTS;

(3) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN ANY IMPROVEMENTS;

(4) THE SOIL CONDITIONS; DRAINAGE OR OTHER CONDITIONS EXISTING AT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENTAL POTENTIAL OR OTHERWISE;

(5) ALL WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY, AND

(6) ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXCEPT THE OF TITLE EXPRESSLY SET FORTH HEREIN.

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

NO TITLE EXAMINATION OR TAX EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE OR TAXES TO THIS PROPERTY

IVAN CHAVARRIA, GRANTOR

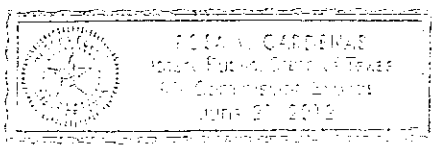
JUAN CHAVARRIA, GRANTEE

STATE OF TEXAS
COUNTY OF HIDALGO
This instrument was acknowledged before me on this 22th day of March, 2012 by IVAN CHAVARRIA AND JUAN CHAVARRIA.

Produced ID

Signature of Notary

ROSA L. CARDENAS
Notary Public, Notary of Texas



# Chapter 232 Texas LGC Application

APPLICATION NO:
3-12456
May. 1, 2012

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

A1725-00-000-0006-00

[ 1] OWNER: CHAVARRIA, JUAN
PO BOX 753

SULLIVAN CITY, TX 78595
Telephone No. 485-9499

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: AGUA

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
01-RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 1,440 Sq. Ft.

[ 6] USE OF BUILDING: NEW RES. CONST

[ 7] LEGAL DESC./NAME OF SUBDIVISION
ALADDIN RANCHITOS LOT 6
NA 2011
E7-29-11AGUASUD/LANDSCAPING

LOCATION: 0 N EL PINTO RD

[ 8] SEWAGE: PUBLI

[ 9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $35,000

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

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' BACK:35' SIDE:6' SIDE:6'
18" ABOVE NAT. GROUND. FLOODZONE:C-01

SANDRA CANTU — Prepared by — 5/1/12 Date

Approved by — 5/1/12 Date

Signature of Owner or Applicant — 5-1-12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . $30.00

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix: 0275 D Pct: 3
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. | Krystal Falcon | 4-12882 |
| | | |
| | | |
| | COMM. COURT: November 12, 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: 4-12862

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

Upon the application of:

Name: Krystal Falcon

Address: 6107 Roulette St. Edinburg, Tx 78542

Phone: (956) 331-3934

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

Water Supplier: N/A

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

Tex-Mex Survey Lot 10 Section 249 0.3725 acre, more or less, situated in the North 5.20 acres of the west 8.00 acres of the North 37.00 acres of Lot 10 Blk 249, T&NO Ry. Co. Railways.

*[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

Rev. 02-19-10

County of Hidalgo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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: 4-12882

## 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**

Krystal Nichol Falcon ,

**Known to me [*or* proved to me in the oath of** 25709286 ***or* through** Texas Identification ***(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:**

0.2725 acre more or less situated in the North 5.24 acres of the West 18.10 acres of the North 21.00 acres of Lot 10 Blk. 249 Texas New Orleans Railway

***[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."**

Krystal Falcon **(Signature)**

**SUBSCRIBED AND SWORN TO before me on** November 5 **, 20** 13 **, to certify which, witnesses my hand and seal of office.**

DEBORAH GALVAN
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-22-2014

D Galvan
**NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS**

**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.**

**SHERIFF'S TAX DEED** 2311181

**STATE OF TEXAS** X

X **KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF HIDALGO** X

That, whereas, by virtue of an Order of Sale issued by the Clerk of the District Court in and for Hidalgo County, dated March 6, 2012 on a certain judgment rendered in said Court on 13th day of September, 2011, in a certain suit **NUMBER T-376-10-I, Edinburg Consolidated Independent School District And South Texas College, Et Al vs. Andre Sanchez, I**, Guadalupe "Lupe" Trevino, Sheriff of said County, did upon March 6, 2012, levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of said sale by an advertisement in the English language, published once a week for three (3) consecutive weeks preceding such sale, the first publication appearing not less than twenty (20) days immediately preceding the day of sale, beginning on Sunday, March 11, 2012, in The Monitor, a newspaper published in the County of Hidalgo, stating in said advertisement the authority by virtue of which such sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the named Defendants, and on the first Tuesday in April, 2012, beginning at 10:30 AM sold said hereinafter described land or lots at public venue, at the East Side Doors of the Courthouse of said County, at which sale the premises hereinafter described were struck off to:

**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, TRUSTEE**
**P O BOX 178**
**EDINBURG, TX 78540**

for the use and benefit of itself and SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT, HIDALGO COUNTY IRRIGATION DISTRICT # 01, SOUTH TEXAS COLLEGE, HIDALGO COUNTY, HIDALGO COUNTY ROAD DISTRICT # 15, HIDALGO COUNTY EMERGENCY SERVICES DISTRICT # 03 and HIDALGO COUNTY DRAINAGE DISTRICT # 01, there being no bid, other than the bid on behalf of the trustee taxing unit, for as much as the adjudged value of the said property or the amount of the taxes, interest, penalties and costs.

NOW, THEREFORE, I, Guadalupe "Lupe" Trevino, Sheriff aforesaid, by virtue of the authority vested in me by law have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto the said Edinburg Consolidated Independent School District, in trust, for the use and benefit of itself and SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT, HIDALGO COUNTY IRRIGATION DISTRICT # 01, SOUTH TEXAS COLLEGE, HIDALGO COUNTY, HIDALGO

COUNTY ROAD DISTRICT # 15, HIDALGO COUNTY EMERGENCY SERVICES DISTRICT # 03 and HIDALGO COUNTY DRAINAGE DISTRICT # 01 and their assigns all of the estate, right, title and interest which the Defendants in such suit had on the date said judgment was rendered or at any time afterwards, in and to the following described land and premises, as described in the Order of Sale, viz:

PROPERTY DESCRIPTION

**0.2725 acre, more or less, situated in the North 5.26 acres of the West 18.00 acres of the North 27.00 acres of Lot 10, Sectiion 249, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as described in deed dated May 30, 1980, from Agustin Hernandez, et al. to Andre Sanchez, et ux., in Volume 1680, Page 162, Deed Records of Hidalgo County, Texas.**

TO HAVE AND TO HOLD the above described premises unto the said Edinburg Consolidated Independent School District, as trustee, its successors and assigns forever, as fully and absolute as I, as Sheriff aforesaid, can convey by virtue of said Order of Sale;

Subject, however to the owner's right to redeem the same in the manner and within the time prescribed by Section 34.21 of the Property Tax Code of the State of Texas.

Sale is made subject to delinquent taxes, penalties and interest for the years 2011 and current year taxes should be paid by grantee(s) herein.

This conveyance is made expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

**THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, OWNED BY THE DEFENDANT(S) IN SUCH SUIT(S) IN AND TO THE REAL PROPERTY OFFERED.**

**THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT OR CONSTABLE WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ASSUME ALL RISKS.**

**IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL**

**BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.**

**********

**ESTA VENTA SE REALIZA CONFORME A LOS REQUISITOS ESTATUTARIOS O JUDICIALES. LOS POSTORES LICITARAN POR LOS DERECHOS, TITULOS E INTERESES, SI FUESE EL CASO, DE LA PROPIEDAD INMUEBLE QUE SE OFRECE.**

**LA PROPIEDAD SE VENDE TAL CUAL, DONDE SE ENCUENTRE Y SIN NINGUNA GARANTIA EXPRESA O IMPLICITA. NI EL CONDADO NI EL DEPARTAMENTO DEL ALGUACIL GARANTIZAN O REALIZAN ALGUNA DECLARACION RESPECTO AL TITULO, CONDICION, HABITABILIDAD, COMERCIABILIDAD O APTITUD PARA UN PROPOSITO PARTICULAR. LOS COMPRADORES SE RESPONSABILIZAN POR TODOS LOS RIESGOS.**

**EN ALGUNAS SITUACIONES, UN LOTE DE CINCO ACRES O MENOS SE PRESUME QUE SE DESTINA PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE SERVICIOS DE AGUA POTABLE O ALCANTARILLADO, LA PROPIEDAD PUEDE NO CALIFICAR PARA USO RESIDENCIAL. SI UN COMPRADOR POTENCIAL DESEA MAS INFORMACION DEBE PREGUNTAR O CONSULTAR A UN ASESOR PRIVADO.**

IN TESTIMONY WHEREOF, I have hereunto set my hand this the 4th day of May, 2012.

Guadalupe "Lupe" Trevino
Sheriff, Hidalgo County, Texas

By: Deputy #1084

STATE OF TEXAS X

COUNTY OF HIDALGO X

Before me, the undersigned authority, on this day personally appeared Rene Tijerina, Deputy Sheriff of Hidalgo County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 4th DAY OF May, 2012.

ELISA ARREDONDO
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 4/13/2014

Elisa Arredondo
Notary Public, State of Texas
My Commission Expires: 04/13/2014

After recording return to:

Linebarger Goggan Blair & Sampson, LLP
205 S. Pin Oak Avenue
Edinburg, Texas 78539

150—WARRANTY DEED (With Vendor's Lien) TEXAS STANDARD FORM

VOL 1680 PAGE 162

# The State of Texas,

County of HIDALGO

21654

## Know All Men by These Presents:

That We, AGUSTIN HERNANDEZ, MANUEL HERNANDEZ, & MODESTO HERNANDEZ,

of the County of Hidalgo State of Texas for and in consideration

of the sum of TEN AND NO/100 ($10.00)----------DOLLARS

and other good and valuable consideration to us paid, and secured to be paid, by

ANDRE SANCHEZ, and wife, GLORIA SANCHEZ, as follows:

TEN AND NO/100 ($10.00) Dollars and other good and valuable consideration, cash in hand paid, the receipt whereof is hereby acknowledged, and further, the execution and delivery by Grantees herein of their one certain promissory note of even date herewith payable to the order of Grantors herein in the principal sum of Two Thousand Nine Hundred and NO/100 ($2,900.00) Dollars payable in Sixty (60) equal monthly installments of principal and interest of Sixty-Five and 99/100 ($65.99) Dollars each, the first of said installments being due and payable on or before the 1st day of June, 1980, and a like installment being due and payable on or before the 1st day of each succeeding month thereafter until fully paid; payment of said note being additionally secured by a Deed of Trust of even date herewith to Carl M. Higdon, Jr., Trustee, upon and against the hereinafter described property;

Save and except all oil and mineral Rights on such lands.

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

ANDRE SANCHEZ, and wife, GLORIA SANCHEZ,

of the County of Hidalgo State of Texas all that certain tract of land containing 0.2725 acres out of the North 5.26 acres of the West 18 acres of the North 27 acres of Lot 10, Section 249, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, described by metes and bounds as follows, to-wit:

BEGINNING at a point that bears East 364.61 feet and South 30 feet from the Northwest corner of said Lot 10, Section 249; THENCE, South 230.37 feet to a point; THENCE, East 51.54 feet to a point; THENCE North 230.37 feet to a point; THENCE, West 51.54 feet to the POINT OF BEGINNING and containing 0.2725 acres, more or less.

5. Seller shall have the right to enforce by any proceeding at law or in equity all covenants, conditions and restrictions now or hereinafter imposed by the provisions of these restrictions for the period of 5 years.

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 ANDRE SANCHEZ and wife, GLORIA SANCHEZ, their heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular, the said premises unto the said ANDRE SANCHEZ and wife, GLORIA SANCHEZ, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim, the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note , and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hand s at Elsa, Texas;

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF HIDALGO }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared AGUSTIN HERNANDEZ, MANUEL HERNANDEZ & MODESTO HERNANDEZ

known to me to be the person S whose name S are subscribed to the foregoing instrument, and acknowledged to me that he y executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 10 day of May A. D. 19 80

(L. S.)
JOAN J. GARCIA, Notary Public
In and for Hidalgo County, Texas

Notary Public in and for Hidalgo County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared , known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS, }
COUNTY OF }

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M. and was duly recorded by me on the day of A. D. 19 in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

VOL 1680 PAGE 165

Warranty Deed

FROM

AGUSTIN HERNANDEZ, ET AL.

TO

DIGNE SANCHEZ

FILED FOR RECORD

County Clerk

Deputy

André Sanchez
2218 Tourist Drive
Edinburg, Texas

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-12882
Nov. 5, 2013

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

T2100-00-249-0010-02

[ 1] OWNER: FALCON, KRYSTAL

6107 ROULETTE ST.
EDINBURG, TX 78539-6486
Telephone No. 331-3934

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 1,872 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
TEX-MEX SURVEY LT 10 .31AC GR
60.37'-E51.54 FT-W416.15' SEC
9 .28AC NET

LOCATION: 0 TERRY & MILE 17

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $17,000

[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 6' REAR 15' FINISH FLOOR OF ELEV.
18" NATURAL GROUND.

Prepared by — Date: 11-05-13

Approved by — Date: 11-07-13

Signature of Owner or Applicant — Date: 11/05/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO 0315 P
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.

**AI-41333** **Membership Dues 5. A.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Pablo (Paul) Villarreal Jr. Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

## Information

CAPTION

Tax Office (1100):
Requesting approval to pay membership dues to Texas Association of Assessing Officers in the amount of $80.00 for Pablo (Paul) Villarreal Jr., with authority for the County Treasurer to issue check after review, audit and processing procedures and completed by the County Auditor.

BACKGROUND

Req. # 246046

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-15-140-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition #246046.

## Attachments

Membership Dues

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/29/2013 01:10 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Mary Garcia Started On: 10/18/2013 01:18 PM

Final Approval Date: 11/08/2013

**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, Pablo (Paul) Villarreal Jr., do hereby state that membership in the Texas Association Of Assessing Officers, 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 Click here to enter text. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Pablo (Paul) Villarreal Jr. DATE: 10/18/2013
TITLE: Tax Assessor-Collector

Before me Mary Garcia-Jackson a Notary Public, appeared Pablo (Paul) Villarreal Jr.; and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL) MARY GARCIA - JACKSON
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-09-2016

Maria Garcia Jackson
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**

**To Be Completed For New Members Only.**

taao
Texas Association of Assessing Officers

# 2013-2014 TAAO MEMBERSHIP APPLICATION

## 1. Professional Information

First Name: Pablo Middle Initial: _____ Last Name: Villarreal Jr.

Nick Name: Paul Designations: RTA TDLR #: 10918587 # of Years in Industry: 26

Employer: Hidalgo County Tax Office Position: Tax Assessor-Collector

Mailing Address: 2804 S Bus Hwy 281 City: Edinburg State: Texas Postal Code: 78539

E-mail: paul.villarreal@hidalgocountytax.org Phone: 956-457-7451 Fax: 956-318-2733

How did you learn about TAAO? I have been involved for years....

Recommended by: Melissa De La Garza (Kleberg County)

## 2. Membership Categories *All Memberships Expire September 30, 2014*

☒ **Active Member** **$80**

Any Ad Valorem Tax Assessor, Tax Collector, Chief Appraiser, Deputy or any agent of a governmental body employed by contract or any employee of an appraisal district or tax office in the State, whether appointed or elected to office, who works for taxing entities on a permanent basis, who receives the majority of his or her salary through taxing units and who subscribes to the Code of Ethics adopted by the members of the Corporation, shall be eligible to become an Active Member of the Corporation. An Active Member is entitled to all the rights and privileges of the Corporation including the right to vote and hold office.

☐ **Affiliate Member** **$80**

Any person employed or previously employed by or working primarily with any local or state governmental body or educational institution or a person who is interested in ad valorem taxation, but does not qualify as an Active Member, shall be eligible to become an Affiliate Member. An Affiliate Member is entitled to all the rights and privileges of the Corporation including the right to vote but not including the right to hold office.

☐ **ICTA Dues** **$35**

Check only if you have already been inducted into ICTA. ICTA dues are in addition to TAAO Active or Affiliate dues, and are required to maintain your CTA designation.

---

## 3. Payment

Make checks payable to TAAO and mail to:

**TAAO**
**1524 S IH 35, Suite 235**
**Austin, TX 78704**

Questions?

Contact the TAAO Office
Phone: (512) 926-2511
Fax: (512) 926-2920

**Amount Enclosed:** $ _____

**AI-41455** **Membership Dues 5. B.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

**Submitted By:** Esther Cantu, 398TH DISTRICT COURT

**Department:** 398TH DISTRICT COURT

## Information

### CAPTION

398th District Court (1100):
Approval to pay annual membership dues to the Texas association for Court Administration for Ester Cantu, 398th District Court coordinator, in the amount of $75.00 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by county auditor.

### BACKGROUND

Requisition #246182.

## 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 through Requisition #246182.

## Attachments

TACA 2013

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 10/25/2013 11:06 AM |
| Purchasing Department | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Esther Cantu Started On: 10/25/2013 09:47 AM

Final Approval Date: 11/08/2013

# TACA Membership Application

Name: Ester Cantu

Title: Court Coordinator

Court: 398th District Court

Address: 100 N. Closner 2nd Fl

City: Edinburg State: TX Zip: 78539

Telephone: 956-318-2470

Fax: 956-318-2475

Email: ester.cantu@co.hidalgo.tx.u

Referred By: _____

Birthday (optional): 6/22/72

*I am a* ☐ **New** ☑ **Renewing** *applicant.*

***I wish to apply for:***

☐ **Joint Membership ($110)**
(Includes 1 Regular Membership & 1 Judicial Membership)

Judge's Name: _____

***OR (check one):***

☑ **Regular Membership ($75)**
**First time or Renewal**
☐ **Associate Membership ($35)**
☐ **Judicial Membership ($35)**
☐ **Sustaining Membership ($200)**

*I understand that the category of membership is subject to the by-laws of the Association.*

**Applicant's Signature**

**Judge's Signature**

***Make check payable to TACA***
Texas Association for Court Administration
George J. Beto Criminal Justice Center
Sam Houston State University

**Texas Association for Court Administration**
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Huntsville, Texas 77341-2296

# Texas Association for Court Administration

## A Professional Association

A Core Competency Tool for Improving Your Court's Performance

# TO THE COUNTY AUDITOR
# AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

**THE STATE OF TEXAS**

**COUNTY OF HIDALGO**

I, Ester Cantu, do hereby state that my membership in the Texas Association for Court Administration on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

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

SIGNATURE: _____ DATE: October 24, 2013

TITLE: Court Coordinator

Before me Christobal Garces, Jr., a Notary Public, appeared Ester Cantu, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

( S E A L )

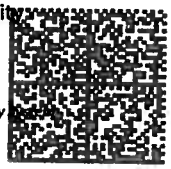
CHRISTOBAL GARCES, JR.
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-13-2015

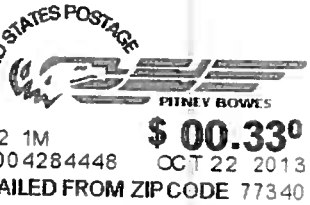
_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

Texas Association for Court Administration
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, TX 77341-2296

*Sam Houston State University*
*is a member of The Texas State University*






**Membership Renewal**

398th District Court
Attn: Ester Cantu
Court Coordinator
100 N. Closner
Edinburg, Texas 78539

## Texas Association for Court Administration

## MEMBERSHIP RENEWAL NOTICE

This is a reminder that your membership dues in the Texas Association for Court Administration are now due. Please use this card as a renewal application and make any necessary changes to your name, address, etc., so that we may update our database. Your continued involvement is encouraged.

**The annual renewal fee for a regular membership is $75**

***Sign your Judge up for membership at the same time and pay $110 for both memberships!***

Please make *check payable to the Texas Association for Court Administration* and mail the check with the renewal card to the following address:

Texas Association for Court Administration
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296

**Thank you for your continued support**

**AI-41351** **Budget and Management 6. A.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $796,077.80 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 10/12/13 to 10/25/13.

| | |
|---|---|
| 10/12-18/13 | $450,719.34 |
| 10/19-25/13 | $345,358.46 |
| TOTAL | $796,077.80 |

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 10/12-18/13

BCBS 10/19-25/13

Invoices

Certification

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 11/07/2013 05:20 PM |
| Glinda Pacheco | Glinda Pacheco | 11/08/2013 09:00 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Angelica M. Tapia Started On: 10/22/2013

Final Approval Date: 11/08/2013

BlueCross BlueShield of Texas

**Group # 021185** **HIDALGO COUNTY**
**Settlement ID:** **TX433010006**
**Processed Date**
**Period** **10/12/2013 to 10/18/2013**

| SECTION | | | |
|---|---|---|---|
| 0001-0011 | HIDALGO COUNTY | $ | 302,155.65 |
| 0002-0012 | HEAD START | $ | 74,385.55 |
| 0003-0013 | APPRAISAL DISTRICT | $ | 5,577.46 |
| 0004-0014 | COMMUNITY SERVICE AGENCY | $ | 71.40 |
| 0005-0015 | DRAINAGE DISTRICT NO.1 | $ | 59,766.52 |
| 0006-0016 | RETIREES | $ | 6,907.21 |
| 9001-9002 | COBRA | $ | 1,855.55 |
| | STOP LOSS | $ | - |
| | TOTAL | $ | 450,719.34 |

BlueCross BlueShield of Texas

**Group # 021185** **HIDALGO COUNTY**
**Settlement ID:** **TX433010006**
**Processed Date**
**Period** **10/19/2013 to 10/25/2013**

| SECTION | | | |
|---|---|---|---|
| 0001-0011 | HIDALGO COUNTY | $ | 278,866.34 |
| 0002-0012 | HEAD START | $ | 36,762.32 |
| 0003-0013 | APPRAISAL DISTRICT | $ | 3,746.54 |
| 0004-0014 | COMMUNITY SERVICE AGENCY | $ | 202.19 |
| 0005-0015 | DRAINAGE DISTRICT NO.1 | $ | 16,160.67 |
| 0006-0016 | RETIREES | $ | 12,936.47 |
| 9001-9002 | COBRA | $ | (3,316.07) |
| | STOP LOSS | $ | - |
| | TOTAL | $ | 345,358.46 |

BlueCross BlueShield of Texas

**Invoices - Invoice Details**

**BARS Number:** TX433010006 - HIDALGO COUNTY

**Invoice Period:** 10/12/2013 - 10/18/2013 Process Date: 10/18/2013

**Invoice Detail**

Invoice Detail summarizes claims activity by association.

**Claim Period:** 10/12/2013 - 10/18/2013

| 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 | $798,449.30 | $302,155.65 | $59,227.07 | $0.00 | $242,928.58 | 2,887 |
| TX433 | 01 | 002 | HEAD START | $198,477.83 | $74,385.55 | $10,667.92 | $0.00 | $63,717.63 | 1,242 |
| TX433 | 01 | 003 | APPRAISAL DISTRICT | $29,096.29 | $5,577.46 | $3,314.16 | $0.00 | $2,263.30 | 94 |
| TX433 | 01 | 004 | COMMUNITY SERVICE | $3,948.95 | $71.40 | $7.61 | $0.00 | $63.79 | 5 |
| TX433 | 01 | 005 | DRAINAGE DISTRICT | $74,798.82 | $59,766.52 | $2,543.22 | $0.00 | $57,223.30 | 81 |
| TX433 | 01 | 006 | RETIREES | $31,318.95 | $6,907.21 | $2,272.84 | $0.00 | $4,634.37 | 61 |
| TX433 | 01 | 007 | COBRA | $11,531.81 | $1,855.55 | $399.69 | $0.00 | $1,455.86 | 9 |
| | | | STOPLOSS | ($93,055.86) | $0.00 | $0.00 | $0.00 | $0.00 | 0 |
| | | | **Customer Total Claims** | $1,147,621.95 | $450,719.34 | $78,432.51 | $0.00 | $372,286.83 | 4,379 |
| | | | **STOPLOSS Total** | ($93,055.86) | $0.00 | $0.00 | $0.00 | $0.00 | 0 |
| | | | **Customer Grand Total** | $1,054,566.09 | $450,719.34 | $78,432.51 | $0.00 | $372,286.83 | 4,379 |

BlueCross BlueShield of Texas

**Invoices - Invoice Details**

**BARS Number:** TX433010006 - HIDALGO COUNTY

**Invoice Period:** 10/19/2013 - 10/25/2013 Process Date: 10/25/2013

**Invoice Detail**

Invoice Detail summarizes claims activity by association.

**Claim Period:** 10/19/2013 - 10/25/2013

| 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 | $1,077,315.64 | $278,866.34 | $57,775.27 | $0.00 | $221,091.07 | 2,689 |
| TX433 | 01 | 002 | HEAD START | $235,240.15 | $36,762.32 | $11,859.04 | $0.00 | $24,903.28 | 510 |
| TX433 | 01 | 003 | APPRAISAL DISTRICT | $32,842.83 | $3,746.54 | $805.18 | $0.00 | $2,941.36 | 74 |
| TX433 | 01 | 004 | COMMUNITY SERVICE | $4,151.14 | $202.19 | $5.85 | $0.00 | $196.34 | 4 |
| TX433 | 01 | 005 | DRAINAGE DISTRICT | $90,959.49 | $16,160.67 | $2,263.56 | $0.00 | $13,897.11 | 64 |
| TX433 | 01 | 006 | RETIREES | $44,255.42 | $12,936.47 | $8,962.28 | $0.00 | $3,974.19 | 129 |
| TX433 | 01 | 007 | COBRA | $8,215.74 | ($3,316.07) | $30.92 | $0.00 | ($3,346.99) | 16 |
| | | | STOPLOSS | ($93,055.86) | $0.00 | $0.00 | $0.00 | $0.00 | 0 |
| | | | **Customer Total Claims** | $1,492,980.41 | $345,358.46 | $81,702.10 | $0.00 | $263,656.36 | 3,486 |
| | | | **STOPLOSS Total** | ($93,055.86) | $0.00 | $0.00 | $0.00 | $0.00 | 0 |
| | | | **Customer Grand Total** | $1,399,924.55 | $345,358.46 | $81,702.10 | $0.00 | $263,656.36 | 3,486 |

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

FOR THE PERIOD OF **October 12, 2013 thru October 25, 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 **$796,077.80**.

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 10/12/2013 to 10/25/2013 is $796,077.80.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of November 12, 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.

Employee Benefits Director — Date: 11/7/13

Dept. of Budget & Management Budget Officer — Date: 11/07/2013

Commissioner's Court Approval — Date

**AI-41710** **Budget and Management 6. B.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

**Submitted By:** Flora Vazquez, HEALTH BENEFITS

**Department:** HEALTH BENEFITS

## Information

**CAPTION**

Self-Funded (2202)

Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 10/16-31/2013 in the amount of $ 76,783.81 and requesting approval of wire transfer.

**BACKGROUND**

## Attachments

Invoice

By Org

Certification

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 11/07/2013 10:33 AM |
| Manuel Chapa | Manuel Chapa | 11/08/2013 08:37 AM |
| Purchasing Department | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Flora Vazquez Started On: 11/07/2013 09:04 AM

Final Approval Date: 11/08/2013

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

November 1, 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: 92559

Loss Replenishment

Re: Workers Compensation

| | |
|---|---|
| Tristar Risk Management hereby certifies that the attached billings for Losses Paid 10/16-10/31/13 (Check#515291-515441) are in accordance with our contract with Hidaldo County Exhibit A, dated July 1st | 76,783.81 |
| TOTAL CURRENT CHARGES | $ 76,783.81 |
| Previous Balance Due | $108,456.49 |

Payments and Credits

| | | |
|---|---|---|
| 10/18/13 | Payment received - thank you | 64,914.46CR |
| 11/01/13 | Payment received - thank you | 43,542.03CR |
| | Total Payments and Credits | $108,456.49CR |
| | Total Balance Due | $ 76,783.81 |

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 10/16-10/31/13

| 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 | | | | | 168.10 |
| **Alternate Organization 1 :** Headstart | | | | | | | | | | |
| | | | | | **Alternate Organization 1 Total:** 43 | | | | | 6,769.17 |
| **Alternate Organization 1 :** Hidalgo County | | | | | | | | | | |
| | | | | | **Alternate Organization 1 Total:** 211 | | | | | 69,846.54 |
| | | | | | **Grand Total:** 255 | | | | | 76,783.81 |

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: October 16-31, 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 $ 76,783.81 .

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

Losses Paid for Period: 10/16-31/2013

(Check#515291-515441)

| | | |
|---|---|---|
| 1). Hidalgo County | $ 69,846.54 | |
| 2). Hidalgo County Headstart Program | $ 6,769.17 | |
| 3). Community Service Agency | | |
| 4). Drainage District #1 | $ 168.10 | $ 76,783.81 |

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 November 12, 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) $ 73,216.19

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.

Flora Vargas — 11/07/2013

Employee Benefits Director — Date

[signature] — 11/07/2013

Budget Officer — Date

Commissioner's Court Approval — Date

**AI-41750** **Purchasing Department 7. A.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

**Pct. 2 Old Administration Building:**
Requesting authority to enter into a 60-month new copier (capital) lease for an imageRunnerC2230 Color/Printer/Scanner through the County's membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor Canon USA Inc. c/o Canon Financial Services contract 985-L2 through requisition #244897 for the Pct. 2 Old Administration Offcie in the amount of $83.50 + $106.32 for maintenance totaling $189.82/month effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-005-0-601/780

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

BUDGETARY IMPACT:

Amount available for requisition# 244897 as of 11-8-13 $429.64 (601 $50.00 & 780 $379.64) for CANON FINANCIAL SERVICES INC.

Attachments

Canon Financial

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 11/08/2013 04:14 PM |
| Budget & Management | Debbie Tamez | 11/08/2013 04:26 PM |
| Manuel Chapa | Manuel Chapa | 11/08/2013 04:54 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Tanya Delira Started On: 11/08/2013 01:41 PM

Final Approval Date: 11/08/2013

# Requisition

Req # 00244897

PO #

Date: 10/03/13

**Bill To:** x
x

**Vendor :** 179272

CANON FINANCIAL SERVICES INC.
14904 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0149
FAX (800)220-0723

**Ship To:** HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

**Contact:** ANGELA GARCIA
956-787-1891

**Contract No:** 985 L2 CATALOGUE

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 1.00 | EACH | CANON IR-C2230 COLOR COPIER/PRINTER/SCANNER: | | .00 |
| 2.00 | MONTH | IMAGE RUNNER C2230- UP TO 30 PPM | 69.38 | 138.76 |
| 2.00 | MONTH | INNER FINISHER B1 | 12.24 | 24.48 |
| 2.00 | MONTH | CABINET TYPE D | 1.40 | 2.80 |
| 2.00 | MONTH | COPY TRAY J1 | .48 | .96 |
| 2.00 | EACH | CANON IMAGE RUNNER IRX2230 ENVIRONMENTALLY FRIENDLY FIRST CHOICE SERVICE TO INCLUDE 5000 COPIES PER MONTH AND OVERAGES AT .0070 EACH COPY | 27.92 | 55.84 |
| 2.00 | EACH | SERVICE TO INCLUDE 1,850 COLOR COPIES PER MONTH AND OVERAGES @ .06330 EACH COPY | 78.40 | 156.80 |
| 1.00 | EACH | OVERAGES | 50.00 | 50.00 |
| | | Account No | Encumbrance | |
| | | 3-1200-431-00-122-005-0-601 | 50.00 | |
| | | 3-1200-431-00-122-005-0-780 | 379.64 | |
| | | | Freight | .00 |
| | | | Total | 429.64 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

Canon

Date: **September 4, 2013.**
Sales Rep: Eunice Saenz
Expires: 11-30-13.

***PROPOSAL FOR:***

Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577

Yolanda "Yoli" Cisneros
Yolanda.cisneros@co.hidalgo.tx.us
(956)292-7000 x2002

## Canon IR-C2230 Color Copier/Printer/Scanner

*Specifications:*

- 30/30 ppm (black & white & color)
- 38 sec. warm up time
- 50-sheet Duplexing Automatic Document Feeder
- 1-520 Sheet Cassette Tray plus 1-550 Sheet Cassette Tray
- 1-100 Sheet Bypass Tray
- 2GB RAM Memory
- 80GM Hard Disk Drive (HDD) Memory
- 10/100 Base-TX Network Interface Connection
- USB 2.0 Connectivity
- Standard UFR II Printing
- Color Universal Send

| ITEM NUMBER | MAKE / DESCRIPTION TPASS 60 MONTH LEASE | AMOUNT |
|---|---|---|
| $3451.78 | Canon iRC2230 Color Unit | $69.38 |
| $69.54 | Cabinet Type D | $1.40 |
| $609.14 | Inner Finisher F1 | $12.24 |
| $23.86 | Copy Tray J1 | $.48 |
| Total Cash Value | | |
| $4154.32 | | |
| | Equipment : | $83.50 |
| | Service Payment: | $106.32 |
| | Total Payment: | $189.82 |

**Service Plan:**

State Contract Plan includes all parts, labor, travel time, & supplies (toner, drum, staples); excludes paper only.
Service to include 5,000 black and white copies $27.92, overages to be billed at $.0070, and
1,850 Color copies $78.40 overages to be billed at $.06330 each copy.
*Service Plans do not include network related issues; we provide those services at an additional cost, please ask Sales Rep for additional network service plan options.*

Eunice Saenz

**Customer's Signature of Acceptance**

**Eunice Saenz-Govt. Account Executive**

____/____/_____
**Date**

**September 4, 2013.**
**Date**

# Canon

## 985 L2 Catalogue Quote Lease or Rental

| | |
|---|---|
| CPA Vendor # | 15954 |
| Payee ID#: | 1-13-256-1772-501-035 |
| Vendor Name: | Canon USA Inc.C/O Canon Financial Services |
| Address: | 14904 COLLECTIONS CENTER DR |
| City, State, Zip | Chicago, IL 60693-0149 |

Vendor: Reflect this Number on all Correspondence and Invoices.

| | |
|---|---|
| Quote No. | C815-090413-ES |
| Date: | September 04, 2013. |
| Contract No. | 985 L2 Catalogue |

| Customer Name/Invoice Address: | Address for Delivery: |
|---|---|
| Hidalgo County Commissioner Pct.No2 | Old Administration Building |
| 300 West Hall Acres Suite G | 301 East State Street |
| Pharr, Texas 78589 | Pharr, Texas 78577 |
| | |

| | | | |
|---|---|---|---|
| Agency Point of Contact: | Yoli Cisneros | Phone: | (956) 292-7000x2002 |
| | | E-Mail: | yolanda.cisneros@co.hidalgo.tx.us |
| Agency Accounts Payable Contact: | | Phone: | |
| | | E-Mail: | |

| | | |
|---|---|---|
| Dealer Authorized Signature | Quoting Dealer Address: | Copy Graphics 221 N. 10th St. Mcallen,Tx 78501 |
| | Quoting Dealer Phone: | 956-631-0205 |

****STATE SALES TAX EXEMPTION CERTIFICATE REQUIRED FOR EVERY ORDER.****

| Class/Item | Description | Quantity | Unit Price | Total |
|---|---|---|---|---|
| 985-58 | imageRunnerC2230 -Up to 30 copies per minute unit | 60 | $69.38 | $4,162.80 |
| 985-58 | Inner Finisher B1 | 60 | $12.24 | $734.40 |
| 985-58 | Cabinet Type D | 60 | $1.40 | $84.00 |
| 985-58 | Copy Tray J1 | 60 | $0.48 | $28.80 |
| | CANON imageRunner iRC2230 ENVIRONMENTALLY FRIENDLY FIRST CHOICE | | | $0.00 |
| 985-58 | Service to include 5000 copies per month, and overages @ $.0070 each copy . | 60 | $27.92 | $1,675.20 |
| 985-58 | Service to include 1,850 color copies per month, and overages @$.05330 each copy. | | | $0.00 |
| | | 60 | $78.40 | $4,704.00 |
| | | | | $0.00 |
| | ( 60Month Lease at $189.82 per month ) | | | $0.00 |
| | Servicing Dealer : Copy Graphics Inc | | | $0.00 |
| | 221 N. 10th St. McAllen, Texas 78501 (956) 631-0205 | | | $0.00 |
| | | | Monthly Unit Total: | $189.82 |
| | | | Total - Page 1 | $11,389.20 |

# Canon 985 L2 Catalogue Quote



Quote No.

| Class/Item | Description | Quantity | Unit Price | Total |
|---|---|---|---|---|
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11/5/2013 | 90 | District Clk-Central | 246549 | MP5002Sp | 11/5/2013 | 5002SP | $237.98 | N | N | 36 | 36 | $8,567.28 | $8,567.28 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Jury | 246551 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Judicial | 246560 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |
| 11/8/2013 | 122 | Pct. 2 Old Adm Bldg | 244897 | IR-c2230 | 11/8/2013 | C2230 | $83.50 | N | N | 60 | 60 | $5,010.00 | $5,010.00 | Capital Lease |

**AI-41755** **Purchasing Department 7. B.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Martha L. Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Approval of Request for Payment-Applications No. 8,9,10 in the amounts submitted by HighMark Construction Company, LLC, awarded contractor for the,"Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX"(C-12-021A-09-25), as certified for payment by project architect, Dannenbaum Engineering Company, with authority to issue payment after audit and processing procedures are completed by County Auditor.

| Company Name: | Payment Application No. | Amount: |
|---|---|---|
| HighMark Construction Company, LLC | Application No. 8 | $19,000.00 |
| | Application No. 9 (Retainage) | $23,250.00 |
| | Application No. 10 | $11,741.40 |

2. Acceptance and approval of "Certificate of Substantial Completion" from contractor, HighMark Construction Company, LLC, reflecting the completion date of November 6, 2013 for the "Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX," as submitted and certified by project architect, Dannenbaum Engineering Company.

3. Requesting approval of payment for Invoice# 452501/13/XV in the amount of $1,471.46 submitted by Dannenbaum Engineering Company in connection to contract #C-10-101A-10-05-AIA (PO# 689303) 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

BACKGROUND

PO689303

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 No. 684760 for Highmark Construction Co, LLC; funds available.

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

Attachments

HighMark Pay Appl 8
HighMark Pay Appl 9
HighMark Pay Appl 10
Dannenbaum Inv 452501/13/XV
Certificate of Substantial Completion -WIC Clinic in Edg

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 11/08/2013 04:14 PM |
| Budget & Management | Debbie Tamez | 11/08/2013 04:27 PM |
| Glinda Pacheco | Glinda Pacheco | 11/08/2013 05:01 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Moises Salazar Started On: 11/08/2013

Final Approval Date: 11/08/2013

HIGHMARK CONSTRUCTION
Building your future today

November 6, 2013

Mr. Steven L. McGarraugh, AIA
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Re: Hidalgo County-Additions and Renovations to the WIC Clinic/Offices
located at 3105 E. Richardson Rd.
Contract # C-12-021A-09-25
Application for Payment #8

Dear Mr. McGarraugh:

Enclosed please find three originals of our Application for Payment #8 thru July 30, 2013 for the above referenced project in the amount of $19,000.00.

The required Certified Payroll are being forwarded under separate cover to Ms. Deborah Fischer at the Hidalgo County Auditor's Office.

Should you have any questions, please do not hesitate to call.

Sincerely,

Tomas R. Canul

HighMark Construction Company, LLC
956.212.4219
956.664.2359

Cc: Deborah Fischer

2016 S. 45th St.| McAllen, TX 78503
Tel. (956) 451-3274 | Fax (956) 664-2359 | carlo.cantu@highmark-construction.com

# PAYMENT APPLICATION



| | | | | | |
|---|---|---|---|---|---|
| TO: | Hidalgo County<br>2812 S. Bus. 281<br>Edinburg, Texas 78539<br>Attn: Martha Salazar | PROJECT NAME AND LOCATION: | Hidalgo County WIC Clinic Add.<br>Hidalgo County WIC Clinic<br>3105 Richardson, Rd.<br>Edinburg, Texas 78539 | APPLICATION #<br>PERIOD THRU:<br>PROJECT #s:<br>DATE OF CONTRACT: | 8<br>07/30/2013<br><br>10/24/2012 |
| FROM: | HighMark Construction Company, LLC<br>2016 S. 45th St.<br>McAllen, Texas 78503 | ARCHITECT: | Dannenbaum Engineering Company<br>1109 Nolana Loop Suite 208<br>McAllen, Texas 78504 | Distribution to: | [X] OWNER<br>[X] ARCHITECT<br>[X] CONTRACTOR<br>[ ]<br>[ ] |
| FOR: | WIC Clinic Addition | | | | |

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

| | | | |
|---|---|---|---|
| 1. | **CONTRACT AMOUNT** | | $465,000.00 |
| 2. | **SUM OF ALL CHANGE ORDERS** | | $0.00 |
| 3. | **CURRENT CONTRACT AMOUNT** | (Line 1 +/- 2) | $465,000.00 |
| 4. | **TOTAL COMPLETED AND STORED**<br>(Column G on Continuation Page) | | $465,000.00 |
| 5. | **RETAINAGE:** | | |
| | a. 5.00% of Completed Work<br>(Columns D + E on Continuation Page) | $22,250.00 | |
| | b. 5.00% of Material Stored<br>(Column F on Continuation Page) | $1,000.00 | |
| | Total Retainage (Line 5a + 5b or Column I on Continuation Page) | | $23,250.00 |
| 6. | **TOTAL COMPLETED AND STORED LESS RETAINAGE**<br>(Line 4 minus Line 5 Total) | | $441,750.00 |
| 7. | **LESS PREVIOUS PAYMENT APPLICATIONS** | | $422,750.00 |
| 8. | **PAYMENT DUE** | | **$19,000.00** |
| 9. | **BALANCE TO COMPLETION**<br>(Line 3 minus Line 6) | $23,250.00 | |

| SUMMARY OF CHANGE ORDERS | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months | $0.00 | $0.00 |
| Total approved this month | $0.00 | $0.00 |
| TOTALS | $0.00 | $0.00 |
| NET CHANGES | $0.00 | |

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HighMark Construction Company, LLC

By: _____ Date: 7-30-2013

Carlo Cantu

State of: TEXAS

County of: HIDALGO

Subscribed and sworn to before me this 30TH day of JULY 2013

Notary Public: _____

My Commission Expires: 4-4-2016

TOMAS RENE CANUL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-04-2016

## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

**CERTIFIED AMOUNT**..... $19,000.00

*(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)*

ARCHITECT: Steve McGarraugh, AIA

By: _____ Date: 11/6/2013

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

# CONTINUATION PAGE



PROJECT: Hidalgo County WIC Clinic
Hidalgo County WIC Clinic Addition

APPLICATION #: 8
DATE OF APPLICATION: 07/30/2013
PERIOD THRU: 07/30/2013
PROJECT #s:

Payment Application containing Contractor's signature is attached.

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM # | WORK DESCRIPTION | SCHEDULED AMOUNT | COMPLETED WORK | | STORED MATERIALS (NOT IN D OR E) | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) | BALANCE TO COMPLETION (C-G) | RETAINAGE (If Variable) |
| | | | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD | | | | | |
| 1 | General Conditions | $50,000.00 | $50,000.00 | $0.00 | $0.00 | $50,000.00 | 100% | $0.00 | $2,500.00 |
| 2 | Site Work | $15,000.00 | $15,000.00 | $0.00 | $0.00 | $15,000.00 | 100% | $0.00 | $750.00 |
| 3 | Reinforcing Steel | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100% | $0.00 | $500.00 |
| 4 | Concrete Works | $20,000.00 | $20,000.00 | $0.00 | $0.00 | $20,000.00 | 100% | $0.00 | $1,000.00 |
| 5 | Doors, Frames, Hardware | $25,000.00 | $25,000.00 | $0.00 | $0.00 | $25,000.00 | 100% | $0.00 | $1,250.00 |
| 6 | Metal Studs, Susp. Clg, Sheetrock | $30,000.00 | $29,500.00 | $0.00 | $500.00 | $30,000.00 | 100% | $0.00 | $1,500.00 |
| 7 | Painting | $10,000.00 | $9,500.00 | $0.00 | $500.00 | $10,000.00 | 100% | $0.00 | $500.00 |
| 8 | Millwork | $10,000.00 | $0.00 | $0.00 | $10,000.00 | $10,000.00 | 100% | $0.00 | $500.00 |
| 9 | Flooring & Tile Works | $15,000.00 | $10,000.00 | $0.00 | $5,000.00 | $15,000.00 | 100% | $0.00 | $750.00 |
| 10 | Structural Steel | $40,000.00 | $40,000.00 | $0.00 | $0.00 | $40,000.00 | 100% | $0.00 | $2,000.00 |
| 11 | Roofing | $40,000.00 | $40,000.00 | $0.00 | $0.00 | $40,000.00 | 100% | $0.00 | $2,000.00 |
| 12 | Mechanical | $50,000.00 | $50,000.00 | $0.00 | $0.00 | $50,000.00 | 100% | $0.00 | $2,500.00 |
| 13 | Electrical | $75,000.00 | $73,500.00 | $0.00 | $1,500.00 | $75,000.00 | 100% | $0.00 | $3,750.00 |
| 14 | Plumbing | $27,000.00 | $26,500.00 | $0.00 | $500.00 | $27,000.00 | 100% | $0.00 | $1,350.00 |
| 15 | Demolition | $5,000.00 | $4,500.00 | $0.00 | $500.00 | $5,000.00 | 100% | $0.00 | $250.00 |
| 16 | Signage | $1,000.00 | $0.00 | $0.00 | $1,000.00 | $1,000.00 | 100% | $0.00 | $50.00 |
| 17 | Toilet Accessories | $2,000.00 | $2,000.00 | $0.00 | $0.00 | $2,000.00 | 100% | $0.00 | $100.00 |
| 18 | Project Management & Closeouts | $40,000.00 | $39,500.00 | $0.00 | $500.00 | $40,000.00 | 100% | $0.00 | $2,000.00 |
| | TOTALS | $465,000.00 | $445,000.00 | $0.00 | $20,000.00 | $465,000.00 | 100% | $0.00 | $23,250.00 |



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HIGHMARK CONSTRUCTION
Building your future today

November 6, 2013

Mr. Steven L. McGarraugh, AIA
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Re: Hidalgo County-Additions and Renovations to the WIC Clinic/Offices
located at 3105 E. Richardson Rd.
Contract # C-12-021A-09-25
Application for Payment #9

Dear Mr. McGarraugh:

Enclosed please find three originals of our Application for Payment #9 thru September 2, 2013 for the above referenced project in the amount of $23,250.00.

The required Certified Payroll are being forwarded under separate cover to Ms. Deborah Fischer at the Hidalgo County Auditor's Office.

Should you have any questions, please do not hesitate to call.

Sincerely,

Tomas R. Canul

HighMark Construction Company, LLC
956.212.4219
956.664.2359

Cc: Deborah Fischer

2016 S. 45th St.| McAllen, TX 78503
Tel. (956) 451-3274 | Fax (956) 664-2359 | carlo.cantu@highmark-construction.com

# PAYMENT APPLICATION

| | | | | | |
|---|---|---|---|---|---|
| TO: | Hidalgo County<br>2812 S. Bus. 281<br>Edinburg, Texas 78539<br>Attn: Martha Salazar | PROJECT NAME AND LOCATION: | Hidalgo County WIC Clinic Add.<br>Hidalgo County WIC Clinic<br>3105 Richardson, Rd.<br>Edinburg, Texas 78539 | APPLICATION #<br>PERIOD THRU:<br>PROJECT #s:<br>DATE OF CONTRACT: | 9<br>09/02/2013<br><br>10/24/2012 |
| FROM: | HighMark Construction Company, LLC<br>2016 S. 45th St.<br>McAllen, Texas 78503 | ARCHITECT: | Dannenbaum Engineering Company<br>1109 Nolana Loop Suite 208<br>McAllen, Texas 78504 | Distribution to: | [X] OWNER<br>[X] ARCHITECT<br>[X] CONTRACTOR<br>[ ]<br>[ ] |
| FOR: | WIC Clinic Addition | | | | |

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

| | | | |
|---|---|---|---|
| 1. | **CONTRACT AMOUNT** | | $465,000.00 |
| 2. | **SUM OF ALL CHANGE ORDERS** | | $0.00 |
| 3. | **CURRENT CONTRACT AMOUNT** | (Line 1 +/- 2) | $465,000.00 |
| 4. | **TOTAL COMPLETED AND STORED** (Column G on Continuation Page) | | $465,000.00 |
| 5. | **RETAINAGE:** | | |
| a. | 0.00% of Completed Work (Columns D + E on Continuation Page) | $0.00 | |
| b. | 0.00% of Material Stored (Column F on Continuation Page) | $0.00 | |
| | Total Retainage (Line 5a + 5b or Column I on Continuation Page) | | $0.00 |
| 6. | **TOTAL COMPLETED AND STORED LESS RETAINAGE** (Line 4 minus Line 5 Total) | | $465,000.00 |
| 7. | **LESS PREVIOUS PAYMENT APPLICATIONS** | | $441,750.00 |
| 8. | **PAYMENT DUE** | | **$23,250.00** |
| 9. | **BALANCE TO COMPLETION** (Line 3 minus Line 6) | $0.00 | |

| SUMMARY OF CHANGE ORDERS | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months | $0.00 | $0.00 |
| Total approved this month | $0.00 | $0.00 |
| TOTALS | $0.00 | $0.00 |
| NET CHANGES | $0.00 | |

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HighMark Construction Company, LLC

By: _____ Date: 9-3-2013
Carlo Cantu

State of: TEXAS
County of: HIDALGO
Subscribed and sworn to before
me this 3rd day of SEPT 2013

Notary Public: _____
My Commission Expires: 4-4-2016

TOMAS RENE CANUL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-04-2016

## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

**CERTIFIED AMOUNT**..... $23,250.00

*(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)*

ARCHITECT: Steve McGarraugh, AIA

By: _____ Date: 11/6/2013

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.



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# CONTINUATION PAGE

PROJECT: Hidalgo County WIC Clinic Add.
Hidalgo County WIC Clinic

APPLICATION #: 9
DATE OF APPLICATION: 09/02/2013
PERIOD THRU: 09/02/2013
PROJECT #s:

Payment Application containing Contractor's signature is attached.

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM # | WORK DESCRIPTION | SCHEDULED AMOUNT | COMPLETED WORK | | STORED MATERIALS (NOT IN D OR E) | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) | BALANCE TO COMPLETION (C-G) | RETAINAGE (If Variable) |
| | | | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD | | | | | |
| 1 | General Conditions | $50,000.00 | $50,000.00 | $0.00 | $0.00 | $50,000.00 | 100% | $0.00 | |
| 2 | Site Work | $15,000.00 | $15,000.00 | $0.00 | $0.00 | $15,000.00 | 100% | $0.00 | |
| 3 | Reinforcing Steel | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100% | $0.00 | |
| 4 | Concrete Works | $20,000.00 | $20,000.00 | $0.00 | $0.00 | $20,000.00 | 100% | $0.00 | |
| 5 | Doors, Frames, Hardware | $25,000.00 | $25,000.00 | $0.00 | $0.00 | $25,000.00 | 100% | $0.00 | |
| 6 | Metal Studs, Susp. Clg, Sheetrock | $30,000.00 | $30,000.00 | $0.00 | $0.00 | $30,000.00 | 100% | $0.00 | |
| 7 | Painting | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100% | $0.00 | |
| 8 | Millwork | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100% | $0.00 | |
| 9 | Flooring & Tile Works | $15,000.00 | $15,000.00 | $0.00 | $0.00 | $15,000.00 | 100% | $0.00 | |
| 10 | Structural Steel | $40,000.00 | $40,000.00 | $0.00 | $0.00 | $40,000.00 | 100% | $0.00 | |
| 11 | Roofing | $40,000.00 | $40,000.00 | $0.00 | $0.00 | $40,000.00 | 100% | $0.00 | |
| 12 | Mechanical | $50,000.00 | $50,000.00 | $0.00 | $0.00 | $50,000.00 | 100% | $0.00 | |
| 13 | Electrical | $75,000.00 | $75,000.00 | $0.00 | $0.00 | $75,000.00 | 100% | $0.00 | |
| 14 | Plumbing | $27,000.00 | $27,000.00 | $0.00 | $0.00 | $27,000.00 | 100% | $0.00 | |
| 15 | Demolition | $5,000.00 | $5,000.00 | $0.00 | $0.00 | $5,000.00 | 100% | $0.00 | |
| 16 | Signage | $1,000.00 | $1,000.00 | $0.00 | $0.00 | $1,000.00 | 100% | $0.00 | |
| 17 | Toilet Accessories | $2,000.00 | $2,000.00 | $0.00 | $0.00 | $2,000.00 | 100% | $0.00 | |
| 18 | Project Management & Closeouts | $40,000.00 | $40,000.00 | $0.00 | $0.00 | $40,000.00 | 100% | $0.00 | |
| | TOTALS | $465,000.00 | $465,000.00 | $0.00 | $0.00 | $465,000.00 | 100% | $0.00 | |



Quantum Software Solutions, Inc. Document

HIGHMARK CONSTRUCTION
Building your future today

November 6, 2013

Mr. Steven L. McGarraugh, AIA
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Re: Hidalgo County-Additions and Renovations to the WIC Clinic/Offices
located at 3105 E. Richardson Rd.
Contract # C-12-021A-09-25
Application for Payment #10

Dear Mr. McGarraugh:

Enclosed please find three originals of our Application for Payment #10 – Retainage, thru October 30, 2013 for the above referenced project in the amount of $11,741.40

The required Certified Payroll are being forwarded under separate cover to Ms. Deborah Fischer at the Hidalgo County Auditor's Office.

Should you have any questions, please do not hesitate to call.

Sincerely,

Tomas R. Canul

HighMark Construction Company, LLC
956.212.4219
956.664.2359

Cc: Deborah Fischer

2016 S. 45th St.| McAllen, TX 78503
Tel. (956) 451-3274 | Fax (956) 664-2359 | carlo.cantu@highmark-construction.com

# PAYMENT APPLICATION

| | | | | | |
|---|---|---|---|---|---|
| TO: | Hidalgo County<br>2812 S. Bus. 281<br>Edinburg, Texas 78539<br>Attn: Martha Salazar | PROJECT NAME AND LOCATION: | Hidalgo County WIC Clinic Add.<br>Hidalgo County WIC Clinic<br>3105 Richardson, Rd.<br>Edinburg, Texas 78539 | APPLICATION # | 10 Final |
| FROM: | HighMark Construction Company, LLC<br>2016 S. 45th St.<br>McAllen, Texas 78503 | ARCHITECT: | Dannenbaum Engineering Company<br>1109 Nolana Loop Suite 208<br>McAllen, Texas 78504 | PERIOD THRU: | 10/19/2013 |
| FOR: | WIC Clinic Addition | | | PROJECT #s: | |
| | | | | DATE OF CONTRACT: | 10/24/2012 |

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [X] CONTRACTOR
- [ ]
- [ ]

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

| | | | |
|---|---|---|---|
| 1. | **CONTRACT AMOUNT** | | $465,000.00 |
| 2. | **SUM OF ALL CHANGE ORDERS** | | $11,741.40 |
| 3. | **CURRENT CONTRACT AMOUNT** | (Line 1 +/- 2) | $476,741.40 |
| 4. | **TOTAL COMPLETED AND STORED**<br>(Column G on Continuation Page) | | $476,741.40 |
| 5. | **RETAINAGE:** | | |
| | a. 0.00% of Completed Work<br>(Columns D + E on Continuation Page) | $0.00 | |
| | b. 0.00% of Material Stored<br>(Column F on Continuation Page) | $0.00 | |
| | Total Retainage (Line 5a + 5b or Column I on Continuation Page) | | $0.00 |
| 6. | **TOTAL COMPLETED AND STORED LESS RETAINAGE**<br>(Line 4 minus Line 5 Total) | | $476,741.40 |
| 7. | **LESS PREVIOUS PAYMENT APPLICATIONS** | | $465,000.00 |
| 8. | **PAYMENT DUE** | | **$11,741.40** |
| 9. | **BALANCE TO COMPLETION**<br>(Line 3 minus Line 6) | $0.00 | |

| SUMMARY OF CHANGE ORDERS | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months | $0.00 | $0.00 |
| Total approved this month | $11,741.40 | $0.00 |
| TOTALS | $11,741.40 | $0.00 |
| NET CHANGES | $11,741.40 | |

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HighMark Construction Company, LLC

By: _____ Date: 10-30-2013
Carlo Cantu

State of: TEXAS
County of: HIDALGO
Subscribed and sworn to before me this 30th day of OCTOBER 2013

TOMAS RENE CANUL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-04-2016

Notary Public: _____
My Commission Expires: 4-4-2016

## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

**CERTIFIED AMOUNT**..... $11,741 to

*(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)*

ARCHITECT: Steve McGarraugh, AIA

By: _____ Date: 11/6/2013

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

# CONTINUATION PAGE



PROJECT: Hidalgo County WIC Clinic Add.
Hidalgo County WIC Clinic

APPLICATION #: 10 Final
DATE OF APPLICATION: 10/19/2013
PERIOD THRU: 10/19/2013
PROJECT #s:

Payment Application containing Contractor's signature is attached.

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM # | WORK DESCRIPTION | SCHEDULED AMOUNT | COMPLETED WORK | | STORED MATERIALS (NOT IN D OR E) | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) | BALANCE TO COMPLETION (C-G) | RETAINAGE (If Variable) |
| | | | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD | | | | | |
| 1 | General Conditions | $50,000.00 | $50,000.00 | $0.00 | $0.00 | $50,000.00 | 100% | $0.00 | |
| 2 | Site Work | $15,000.00 | $15,000.00 | $0.00 | $0.00 | $15,000.00 | 100% | $0.00 | |
| 3 | Reinforcing Steel | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100% | $0.00 | |
| 4 | Concrete Works | $20,000.00 | $20,000.00 | $0.00 | $0.00 | $20,000.00 | 100% | $0.00 | |
| 5 | Doors, Frames, Hardware | $25,000.00 | $25,000.00 | $0.00 | $0.00 | $25,000.00 | 100% | $0.00 | |
| 6 | Metal Studs, Susp. Clg, Sheetrock | $30,000.00 | $30,000.00 | $0.00 | $0.00 | $30,000.00 | 100% | $0.00 | |
| 7 | Painting | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100% | $0.00 | |
| 8 | Millwork | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100% | $0.00 | |
| 9 | Flooring & Tile Works | $15,000.00 | $15,000.00 | $0.00 | $0.00 | $15,000.00 | 100% | $0.00 | |
| 10 | Structural Steel | $40,000.00 | $40,000.00 | $0.00 | $0.00 | $40,000.00 | 100% | $0.00 | |
| 11 | Roofing | $40,000.00 | $40,000.00 | $0.00 | $0.00 | $40,000.00 | 100% | $0.00 | |
| 12 | Mechanical | $50,000.00 | $50,000.00 | $0.00 | $0.00 | $50,000.00 | 100% | $0.00 | |
| 13 | Electrical | $75,000.00 | $75,000.00 | $0.00 | $0.00 | $75,000.00 | 100% | $0.00 | |
| 14 | Plumbing | $27,000.00 | $27,000.00 | $0.00 | $0.00 | $27,000.00 | 100% | $0.00 | |
| 15 | Demolition | $5,000.00 | $5,000.00 | $0.00 | $0.00 | $5,000.00 | 100% | $0.00 | |
| 16 | Signage | $1,000.00 | $1,000.00 | $0.00 | $0.00 | $1,000.00 | 100% | $0.00 | |
| 17 | Toilet Accessories | $2,000.00 | $2,000.00 | $0.00 | $0.00 | $2,000.00 | 100% | $0.00 | |
| 18 | Project Management & Closeouts | $40,000.00 | $40,000.00 | $0.00 | $0.00 | $40,000.00 | 100% | $0.00 | |
| 19 | Change Order # 1 Additional | $11,741.40 | $0.00 | $11,741.40 | $0.00 | $11,741.40 | 100% | $0.00 | |
| | TOTALS | $476,741.40 | $465,000.00 | $11,741.40 | $0.00 | $476,741.40 | 100% | $0.00 | |



Quantum Software Solutions, Inc. Document

**DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC**
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

November 6, 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 452501/13/XV***

Dear Ms. Longoria,

Enclosed is Dannenbaum Engineering Company – McAllen, LLC Invoice 452501/13/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 September 01, 2013 to October 31, 2013.

**Total Due: $1,471.46.**

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: November 06, 2013**
**DEC Project Number: 452501**
**Hidalgo County Contract No: C-10-101A-10-05**
**Purchase Order No: 646589**

**Invoice Number: 452501/13/XV**
**Billing Period: 09/01/13 thru 10/31/13**

**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 | 100% | $ 7,699.50 | $ 7,083.54 | $ 615.96 | $ - |
| Project Closeout (2%) | $ 855.50 | 100% | $ 855.50 | $ - | $ 855.50 | $ - |
| **SUBTOTALS** | **$ 42,775.00** | **100%** | **$ 42,775.00** | **$ 41,303.54** | **$ 1,471.46** | **$ -** |
| **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** | $ 2,173.35 | | $ 2,173.35 | $ 2,173.35 | $ - | |
| **GRAND TOTALS** | **$ 53,298.35** | | **$ 53,298.35** | **$ 51,826.89** | **$ 1,471.46** | **$ -** |

**Amount Due This Invoice** **$ 1,471.46**

452501/SLM/SV

# AIA® Document G704™ – 2000

## *Certificate of Substantial Completion*

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)*<br>Edinburg WIC Clinic<br>3105 East Richardson - Edinburg | **PROJECT NUMBER:** 4525-01<br>**CONTRACT FOR:** General Construction<br>**CONTRACT DATE:** October 24, 2012 | OWNER ☒<br>ARCHITECT ☒<br>CONTRACTOR ☒<br>FIELD ☐<br>OTHER ☐ |
| **TO OWNER:** *(Name and address)*<br>Hidalgo County WIC Program<br>3105 West University Drive<br>Edinburg, Texas 78539 | **TO CONTRACTOR:** *(Name and address)*<br>HighMark Construction Co. LLC<br>2016 South 46th Street<br>McAllen, Texas 78503 | |

**Project or portion of the Project designated for partial occupancy or use shall include:**

Complete project

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

| Warranty | | Date of Commencement |
|---|---|---|
| One year contractor warranty | | November 6, 2013 |
| Steven L. McGarraugh, AIA | Steven L. McGarraugh | November 6, 2013 |
| **ARCHITECT** | **BY** *(Signature)* | **DATE OF ISSUANCE** |

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective:** $ 2,000

The Contractor will complete or correct the Work on the list of items attached hereto within Fourteen ( 14 ) days from the above date of Substantial Completion.

| | | |
|---|---|---|
| Tomas Canul | | 11-8-13 |
| **CONTRACTOR** | **BY** *(Signature)* | **DATE** |

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00am (*time*) on November 7, 2013 (*date*).

| | | |
|---|---|---|
| Hon. Ramon Garcia | | |
| **OWNER** | **BY** *(Signature)* | **DATE** |

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(NOTE: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

Per the requirements of the contract for construction.

Ramon Lozoria

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**AI-41541** **Purchasing Department 7. C.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Requesting authority to exercise the additional ONE (1) YEAR option to extend the (on as needed basis) agreements, under the same rates, terms and conditions with ROY'S HAULING SERVICES for Hidalgo County Precinct No. 4 (as set forth below):

a) C-12-103a-11-06- "PIT RUN CALICHE" - (Commencing, 11/18/13, Expiring, 11/17/14)
b) C-12-105-09-18- "HAULING SVCS of ALL RD MATERIAL(Excluding-HOT MIX)"-(Commencing, 11/30/13, Expiring, 11/29/14)

BACKGROUND

Extension Letter - RHS -C-12-103a-11-06 -"PIT RUN CALICHE"
Extension Letter - RHS - C-12-105-09-18 -"HAULING SERVICES of ALL ROAD MATERIAL (EXCLUDING HOT MIX)"

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-346/673/731

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

BUDGETARY IMPACT:

Funds available as of 11/8/13.

## Attachments

Extension-RHS-Pit Run Caliche-Pct 4

Extension-RHS-Hauling of ALL Rd Mat (Ex Hot Mix) Pct 4

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 11/08/2013 01:29 PM |
| Budget & Management | Debbie Tamez | 11/08/2013 01:33 PM |
| Glinda Pacheco | Glinda Pacheco | 11/08/2013 02:44 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Letty Saenz Started On: 10/30/2013 01:25 PM

Final Approval Date: 11/08/2013

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

October 30, 2013

Roy Balderas, Owner
**ROY'S HAULING SERVICES**
P. O. Box 1896
Edinburg, Texas 78540
Ph. (956) 383-2206

via facsimile (956) 383-2569
via email rbalde1008@aol.com

*Re:* ***Extension for both Contract #s C-12-103A-11-06 (PIT RUN CALICHE) & C-12-105-09-18(Hauling of All Road Materials – Excluding Hot Mix) (on as needed basis) for Hidalgo County Precinct No. 4***

Dear Mr. Balderas:

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: Roy Balderas _____ Date: 10-30-13
Roy Balderas, 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

**ACORD®** **CERTIFICATE OF LIABILITY INSURANCE**

DATE(MM/DD/YYYY) 10/30/2013

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: | |
|---|---|---|
| McClelland and Hine, Inc.<br>2200 Thousand Oaks Suite 101<br>San Antonio, Texas 78232 | Phone: Fax: | |
| | E-Mail Address: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: ATLANTIC CASUALTY INSURANCE COMPANY | |
| INSURED<br>ROYS HAULING SERVICE INC<br>RAUL BALDERAS<br><br>PO BOX 1896<br>EDINBURG, TX 78540 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PROJECT LOC | X | X | L086026998 | 03/28/13 | 03/28/14 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (EA OCCUR)<br>MED EXP (ANY ONE PERSON)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS-COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 1,000,000<br>$ INCLUDE |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea Accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per Accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION$ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below. | | | | | | WC STATUTORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | $<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

COUNTY OF HIDALGO

2812 S BUSINESS HWY 281
EDINBURG, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2013

**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** Willis of Texas, Inc.<br>c/o 26 Century Blvd.<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | CONTACT NAME:<br>PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378<br>E-MAIL ADDRESS: certificates@willis.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Praetorian Insurance Company — 37257 |
| **INSURED** Roy's Hauling Service, Inc.<br>P O BOX 1896<br>Edinburg, TX 78539 | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** W69814 **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 | | | | | | | $ |
| A | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS | | | PICTX0002409 | 08/20/2013 | 08/20/2014 | 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 | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

**CERTIFICATE HOLDER**

County of Hidalgo
2812 South Business Highway 281
Edinburg, TX 78539

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Brian C. Lewis

SR ID: 1260193 Batch #: 10267

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**REQUIREMENTS AGREEMENT**
**C-12-103A-11-06**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **6th** day of **November, 2012** by and between **Roy's Hauling Service** ("Seller") and Hidalgo County, Texas ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Pit Run Caliche Base" (on an as needed basis),** (the "Product") for **Hidalgo County Precinct No. 4**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year term** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. 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 **November 18, 2012** and expire on **November 17, 2013** 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
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Roy's Hauling Service
Attention: Roy Balderas, Jr., Owner
P.O. Box 1896
Edinburg, Texas 78540

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: November 13, 2012*

**APPROVED AS TO FORM:**
**Atlas & Hall, LLP**

By: _____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By: _____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 11/6/12 RO

**COMPANY: ROY'S HAULING SERVICE**

By: _____
Printed Name: Roy Balderas Jr
Title: Vice - Pres.

# EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

October 01, 2012

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 4**
Request for Bids -**"PIT RUN CALICHE BASE"**
**Bid No: 2012-103A-10-17-SGS**

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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

REQUEST FOR BIDS (RFB)

# TABLE OF CONTENTS

## HIDALGO COUNTY PRECINCT NO. 4

## "PIT RUN CALICHE BASE"

**RFB NO: 2012-103A-10-17-SGS**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Bid Letter | 1 |
| 2. | Request for Bid, Legal Notice | 8 |
| 3. | Exhibit A, Specifications/Requirements | 4 |
| 4. | Exhibit B, Bid Page | 1 |
| 5. | Exhibit C, Insurance Requirements, | 4 |
| 6. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 7. | Vendor/Bidder Application and W-9 form | 6 |
| 8. | Certification Regarding Debarment | 1 |
| 9. | Draft Requirements Agreement | 8 |


The above mentioned items shall be found in the Request for 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

October 01, 2012
Date

| Bid No: 2012-103A-10-17-SGS | Buyer: Sandy Suarez | Tel. No: (956) 318-2626 x 4860 |
|---|---|---|

# REQUEST FOR BIDS

# HIDALGO COUNTY PRECINCT NO. 4

# "PIT RUN CALICHE BASE"

## BID OPENING DATE:
## October 17, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4-PIT RUN CALICHE BASE** "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-2012-103A-10-17-SGS-HIDALGO COUNTY PRECINCT NO. 4 – PIT RUN CALICHE BASE"** 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, OCTOBER 17, 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.: 2012-103A-10-17-SGS- HIDALGO COUNTY PRECINCT NO. 4-PIT RUN CALICHE BASE."** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:
   a) Name and address of successful bidder
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - **"HIDALGO COUNTY PRECINCT NO. 4 –PIT RUN CALICHE BASE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
   e) Contract number must be indicated on all invoices.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 4
Rumaldo Munoz, Admin. Assistant
1051 N. Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. **Schedule of Events:**

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **October 17, 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 PRECINCT NO. 4**
**"PIT RUN CALICHE BASE"**
**BID NO.: 2012-103A-10-17-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

## HIDALGO COUNTY PRECINCT NO. 4
## "PIT RUN CALICHE BASE"
## Bid No. 2012-103A-10-17-SGS

## SPECIFICATIONS/REQUIREMENTS

**Scope of Services:**
Hidalgo County is soliciting competitive sealed bids for "**Pit Run Caliche Base**" for Hidalgo County Precinct No. 4. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All material purchased will be on an "**As Needed Basis**" by Precinct No. 4.

**Specifications/Requirements:**

1. Pit Run Caliche will be on an "**As Needed Basis**" only. There is no guaranteed annual volume. It shall be agreed and understood that Hidalgo County Precinct No. 4 will purchase no more material than is needed.
2. Bid will be based on the lowest bid per ton basis as listed on bid page form. (Exhibit "B")
3. Awarded bidder(s) **shall have on site** at the Bidder's Pit location(s), an electronic or manual scale with a minimum of 70 ft. in length.
4. When requested, samples shall to furnished free of expense to Hidalgo County.
5. In the event that the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions) the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
6. Location is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration, if material is picked up at the plant site.

**TERMS AND CONDITIONS:**

1.) The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year term under the same price, terms, and conditions. Prices must remain firm during the contract period.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Terminated by County with thirty (30) days written notice.

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) It is expressly understood and agreed that in case Hidalgo county should need Pit Run Caliche Base not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

Further, Hidalgo County reserves the right to seek another vendor if at any time; vendor's prices do not conform to public pricing.

14) Testing may be performed at the request of Hidalgo County during the length of the contract through an independent testing laboratory.

15) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

16) **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

**MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve

the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, October 10, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 12, 2012 by 5:00 P.M.**

# EXHIBIT "B"

## HIDALGO COUNTY PRECINCT NO. 4
## "PIT RUN CALICHE BASE"
## BID NO.: 2012-103A-10-17-SGS

## BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Pit Run Caliche Base will be on an "**As Needed Basis**" only

***NIGP Commodity Code: 750-14***

| | BUSINESS NAME | PIT LOCATION | PRICE PER TON |
|---|---|---|---|
| 1 | | | $ |
| 2 | | | $ |
| 3 | | | $ |
| 4 | | | $ |
| 5 | | | $ |
| 6 | | | $ |

**TERM:** The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year term, under the same price, terms, and conditions. Prices must remain firm during the contract period.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____/_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

***(Must be submitted with Bid Packet)***

# EXHIBIT "C"

## Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE OCCUR<br>OWNER'S & CONT PROT<br>OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>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<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | EXCESS LIABILITY<br>OCCUR CLAIMS-MADE<br>DEDUCTIBLE<br>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 | | | | | |

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 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**<br>**State Identification No._____ (Please attached completed W-9 form with this application)**<br>**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)**<br>**Small Business:_____Disadvantaged Business (At Least 51% Ownership)**<br>☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American<br>☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women<br>☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other<br>☐ More than 500,000 annual gross receipt<br>**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No<br>**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No |
| **What type of product(s) is/are solicited by your company?:**<br>**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):**<br>**Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:** |

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HU Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee [1]<br>The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT “B”

BID PAGE

Bid
for
**HIDALGO COUNTY PRECINCT NO. 4**
**"PIT RUN CALICHE BASE"**
**BID NO.: 2012-103A-10-17-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: Roy's Hauling Service

Address: P.O. Box 1896, Edinburg, Texas 78540

By: Roy Balderas

Printed Name: Roy Balderas

Title: Owner

# EXHIBIT "B"

## HIDALGO COUNTY PRECINCT NO. 4
## "PIT RUN CALICHE BASE"
## BID NO.: 2012-103A-10-17-SGS

OPENED 9:38 10-17-12 Witnessed

## BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Pit Run Caliche Base will be on an **"As Needed Basis"** only

*NIGP Commodity Code: 750-14*

| | BUSINESS NAME | PIT LOCATION | PRICE PER TON |
|---|---|---|---|
| 1 | Roy's Hauling Service-Big Five Pit | 4 miles North of FM 1925, off Big 5 Road, Edinburg, Texas | $ 2.25 |
| 2 | Roy's Hauling Service-San Manuel Pit | 1/2 mile West of FM 3250, off Shelly Lorie Rd, Linn, Texas | $ 2.25 |
| 3 | | | $ |
| 4 | | | $ |
| 5 | | | $ |
| 6 | | | $ |

**TERM:** The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year term, under the same price, terms, and conditions Prices must remain firm during the contract period.

BIDDER/COMPANY NAME: Roy's Hauling Service

ADDRESS: P.O. Box 1896

CITY/STATE/ZIP CODE: Edinburg, Texas 78540

PHONE & FAX NUMBER: Ph:(956)383-2206 Fax:(956)383-2569

E-MAIL ADDRESS: rbalde1008@aol.com

CELLULAR NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME: Roy Balderas

TITLE: Owner

DATE: October 16, 2012

*(Must be submitted with Bid Packet)*

# EXHIBIT "C"

CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2012

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
Valmor Insurance Agency, Inc.
1303 N 10th Street
McAllen TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : MCCLELLAND AND HINE INS CO | |
| INSURER B : UNITRIN MUTUAL INS. CO. | |
| INSURER C : TEXAS MUTUAL INS. CO. | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
ROY'S HAULING SERVICE INC.
P O BOX 1896
EDINBURG, TEXAS 78540-1896

**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<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | Y | Y | L086026349 | 03/27/2012 | 03/27/2013 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Fire Damage | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | N | N | 2300075 | 08/20/2012 | 08/20/2013 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,010<br>$<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | 0001242005 | 9/04/2012 | 09/04/2013 | WC STATU-TORY LIMITS X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
1998 INTL #044857,1999 INTL #066851, 2000 PTRB #483178,2000 PTRB #483173, 2000 PTRB #483206, 2000 PTRB #483207, 2006 PTRB #639700 AND 2006 PTRB #639702

**CERTIFICATE HOLDER**
COUNTY OF HIDALGO
2802 S BUSINESS HWY 281
EDINBURG TX 78539

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Maribel Guerra

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**SPECIAL MEETING - NOVEMBER 6, 2012**

**MBERED, that on this 6th day of November A.D., 2012, there was begun and AL MEETING of the Honorable Commissioners' Court of Hidalgo County, in the following members thereof were present, to-wit:**

| | |
|---|---|
| **HONORABLE RAMON GARCIA** | **HIDALGO COUNTY JUDGE** |
| **HONORABLE JOEL QUINTANILLA** | **COMMISSIONER, PRECINCT NO. 1** |
| **HONORABLE HECTOR "TITO" PALACIOS** | **COMMISSIONER, PRECINCT NO. 2** |
| **HONORABLE JOE M. FLORES** | **COMMISSIONER, PRECINCT NO. 3** |
| **HONORABLE JOSEPH PALACIOS** | **COMMISSIONER, PRECINCT NO. 4** |

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

# AGENDA
# CC REGULAR
# HIDALGO COUNTY
# COMMISSIONERS COURT
# MEETING
# November 6, 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:**

**1.** **Roll Call**

All members of the Court were counted present, with the exception of Commissioner Quintanilla and Commissioner Flores. Commissioner Quintanilla and Commissioner Flores joined the meeting shortly after commencement.

**2.** **Pledge of Allegiance**

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

**3.** **Prayer**

Virginia Townsend led the Court and Audience in Prayer.

**4.** **Approval of Consent Agenda**

The Court moved to approve the Consent Agenda.

**5.** **County Judge's Office:**

**A.** Resolution Honoring McAllen School Board on School Board of the Year Award

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**B.** Recognition of Veterans Service Officers Emilio De Los Santos and Felix Rodriguez on Outstanding Veterans Service Officers for Houston Region

Mr. De Los Santos and Mr. Rodriguez were recognized on their outstanding services to our Veterans, their dependants and survivors.

**18.** **Budget & Management - Sergio Cruz:**

**A.** Discussion, consideration, and action on Authorization to change TCDRS Plan Provisions for Plan Year 2013 to include a 3% COLA for retirees (as approved during the 2013 Budget Process).

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**B.** **Budget Appropriations:**

**1.** Pct. 1 R & B (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for 1/3 Paving Revenues.
b. Approval of 2012 appropriation of funds into Precinct #1 Rd. Maint., program 005 in the amount of $47,727.87 (escrow monies for Aurora Valley S/D road construction project)

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote to approve items 18.B.1.a & b.

**Vote:** 3 - 0 - Unanimously

**2.** Pct. 4 Rd. Maint. (1200):
Approval of 2012 appropriation of funds for Pct. 4 Road Maintenance program#007 from the unreserved R & B fund balance in the amount of $116,552.00 to fund fuel expenditures.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**19.** **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**

NO ACTION taken on this item.

3. AI#34179-CC approved -10/16/12 with IBM Corporation for the annual subscription and support services.
NO ACTION taken on this item.

**C. Pct. 4**

**1.** Presentation of the responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein containing 3 bidders) and meeting all specifications and/or requirements for the purpose of award with approval of contract to Roy's Hauling for Request for Bids titled: Hidalgo County Precinct 4-"Pit Run Caliche Base" through project No.: 2012-103A-10-17-SGS.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**2.** Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING LABORATORY, LLC for: "Professional GEO Technical Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**20. Open Forum**

-Opal Billman discussed her continued false imprisonment.

**21. Closed Session:**

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 3 JOE M. FLORES, the Court made a UNANIMOUS vote of approval to go into Closed Session.

**Vote** : 4 - 0

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

APPROVED

**AI-34858** **Purchasing Department** **19. C. 1.**
**CC REGULAR**
**Meeting Date:** 11/06/2012

**Submitted By:** Sandy Suarez, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Presentation of the responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein containing 3 bidders) and meeting all specifications and/or requirements for the purpose of award with approval of contract to Roy's Hauling for Request for Bids titled: Hidalgo County Precinct 4-"Pit Run Caliche Base" through project No.: 2012-103A-10-17-SGS.

**BACKGROUND**

1. Contract will commence on November 18, 2012.
2. Contract document was reviewed and approved by Legal Counsel as to form.

## Fiscal Impact

**FISCAL YEAR:** 2012 **ACCT. #:** 2-1200-431-00-124-007-0-XXX
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N
**BUDGETARY IMPACT:**

| Object Code | available balance as of 10-31-12 |
|---|---|
| 673 | $11,693.36 |
| 731 | $29,585.47 |

## Attachments

Legal approval & contract
Recommendation, Tab etc

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 10/31/2012 10:44 AM |
| Budget & Management | Merlen P. Munoz | 10/31/2012 10:55 AM |
| Manuel Chapa | Manuel Chapa | 10/31/2012 02:47 PM |
| Auditor's Office | Monica Badillo | 11/02/2012 04:34 PM |

Form Started By: Sandy Suarez Started On: 10/22/2012 08:51 AM
Final Approval Date: 11/02/2012

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

October 30, 2013

Roy Balderas, Owner
**ROY'S HAULING SERVICES**
P. O. Box 1896
Edinburg, Texas 78540
Ph. (956) 383-2206

via facsimile (956) 383-2569
via email rbalde1008@aol.com

*Re:* ***Extension for both Contract #s C-12-103A-11-06 (PIT RUN CALICHE) & C-12-105-09-18(Hauling of All Road Materials – Excluding Hot Mix) (on as needed basis) for Hidalgo County Precinct No. 4***

Dear Mr. Balderas:

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: Roy Balderas _____ Date: 10-30-13
Roy Balderas, 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

**ACORD®** **CERTIFICATE OF LIABILITY INSURANCE**

DATE(MM/DD/YYYY) 10/30/2013

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: | |
|---|---|---|
| McClelland and Hine, Inc.<br>2200 Thousand Oaks Suite 101<br>San Antonio, Texas 78232 | Phone: Fax: | |
| | E-Mail Address: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: ATLANTIC CASUALTY INSURANCE COMPANY | |
| INSURED<br>ROYS HAULING SERVICE INC<br>RAUL BALDERAS<br><br>PO BOX 1896<br>EDINBURG, TX 78540 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PROJECT LOC | X | X | L086026998 | 03/28/13 | 03/28/14 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (EA OCCUR)<br>MED EXP (ANY ONE PERSON)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS-COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 1,000,000<br>$ INCLUDE |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea Accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per Accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION$ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below. | | | | | | WC STATUTORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | $<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

COUNTY OF HIDALGO

2812 S BUSINESS HWY 281
EDINBURG, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2013

**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** Willis of Texas, Inc.<br>c/o 26 Century Blvd.<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | CONTACT NAME:<br>PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378<br>E-MAIL ADDRESS: certificates@willis.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Praetorian Insurance Company — 37257 |
| **INSURED** Roy's Hauling Service, Inc.<br>P O BOX 1896<br>Edinburg, TX 78539 | INSURER B : |
| | INSURER C : |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** W69814 **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 | | | | | | | $ |
| A | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS | | | PICTX0002409 | 08/20/2013 | 08/20/2014 | 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 | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

**CERTIFICATE HOLDER**

County of Hidalgo
2812 South Business Highway 281
Edinburg, TX 78539

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Brian C. Lewis

SR ID: 1260193 Batch #: 10267

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-105-09-18

**THIS CONTRACT** is made and entered into this **18th** day of **September, 2012** by and between the **County of Hidalgo, Texas** ("County"), and **ROY's HAULING SERVICE, INC.** ("Company").

**WHEREAS,** Company responded to advertised notices for bids for: **"HAULING SERVICES OF ALL ROAD MATERIAL (EXCLUDING HOT MIX)" (on an as needed basis)** for **HIDALGO COUNTY PRECINCT No. 4** (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 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 **November 30, 2012** and expiring on **November 29, 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: Roy's Hauling Service
Roy Balderas, Owner
P. O. Box 1896
Edinburg, Texas 78540

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by 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 18th day of September, 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
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 9/18/12 RD

**COMPANY: ROY'S HAULING SERVICE**

By: _____
Printed Name: Roy Balderas
Title: Owner

# EXHIBIT "A"

## REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

June 04, 2012

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 4**
Request for Bids -***"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"***
**Bid No: 2012-105-06-20-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

**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 PRECINCT NO. 4**
***"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"***
**RFB NO: 2012-105-06-20-SGS**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Bids Letter | 1 |
| 2. | Request for Bids, Legal Notice | 8 |
| 3. | Exhibit A, Specifications/Requirements | 5 |
| 4. | Exhibit B, Bid Page | 2 |
| 5. | Exhibit B-1 & B2 Vehicle and Driver Information | 2 |
| 6. | Exhibit C, Insurance Requirements, | 4 |
| 7. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 8. | Vendor/Bidder Application and W-9 form | 6 |
| 9. | Certification Regarding Debarment | 1 |
| 10. | Draft Contract | 9 |


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

Martha L. Salazar, CPPB, Purchasing Agent

June 04, 2012
Date

| Bid No: 2012-105-06-20 | Buyer: Sandy Suarez | Tel. No: (956) 318-2626 x 4860 |
|---|---|---|

# REQUEST FOR BIDS

## LEGAL NOTICE

## HIDALGO COUNTY PRECINCT NO. 4

## "HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"

## BID OPENING DATE: June 20, 2012 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS(EXCLUDING HOT-MIX)"**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-2012-105-06-20-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS(EXCLUDING HOT-MIX)"**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, JUNE 20, 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. 2012-105-06-20-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)".**

   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 PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 4
Rumaldo Munoz, A/P Clerk
1051 N.Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. Schedule of Events:

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **JUNE 20, 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 PRECINCT NO. 4**
**"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"**
**BID NO.: 2012-105-06-20-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

## HIDALGO COUNTY PRECINCT No. 4
*"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT MIX)"*
**Bid No. 2012-105-06-20-SGS**

## SPECIFICATIONS/REQUIREMENTS

**Scope of Services:**

Hidalgo County is soliciting competitive sealed bids for the service of hauling and delivery of various road materials from awarded vendor pits identified herein to sites situated and located within Hidalgo County Precinct No. 4. **This bid excludes hauling of Hot-Mix.** All hauling services will be on an "**As Needed Basis"** by the Precinct. The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 4; throughout the duration of the contract.

**Specifications/Requirements:**

The specifications/requirements goods contract will encompass hauling of all road materials from awarded vendor pits identified herein to sites situated and located within Hidalgo County Precinct No. 4, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

1. All hauling and delivery of road material will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.

2. Road material will be hauled from awarded vendor's "pit" locations.

3. Hidalgo County Precinct No. 4 is requesting a minimum of seven (7) hauling trailers and three (3) to five (5) hauling tandem trucks, to be available. Including five (5) trucks to be vendor owned.

4. The bidder must provide proof of ownership (copy of titles) and must furnish proof of possessing all necessary licenses and hauling permits.

5. Attached you will find a request for Truck and driver information in **EXHIBIT "B", ATTACHEMENTS B-1 & B-2**, Copies of the mentioned documentations must be submitted with your bid packet.

6. Trucks should be available at the discretion of Precinct No. 4 and will be on an "As Needed Basis".

7. Trucks must have a capacity of carrying a minimum of twenty-two (22) tons per load.

8. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements.

9. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

10. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11. Bid will be based on low bid per ton basis as listed on bid page form.

**Road Materials to be hauled:**

- Crushed Caliche
- Pit-Run Caliche

Locations of current pits and plants are as followed:

Listed vendors are subject to be changed upon material contract expiration.

**A. Crushed Caliche:**

1. Martin Marietta Materials: - Jericho Pit:-From Intersection FM1017 and FM 3250 go 2 mi. So. on 3250 -Linn, TX.

2. Frontera Materials: - 490 Pit: - 4.5 mi E of US 281 to FM490 go W. Approx. 6 mi. to pit.
   Reavis Pit: - Approx. 4 mi N. of US 83 on FM2221 go S. approx. 4 mi to pit- La Joya, TX.

**B. Pit- Run Caliche:**

1. Roy's Hauling Service, Inc. Big 5 Pit :- 4 miles North of FM 1925 on Big 5 Road

2. Roy's Hauling Service, Inc. Pit 3-San Manuel :- 3 miles West of US 281 on FM 1017 to FM3250
   1 Mile South on FM3250, pit located on the West side.

**TERMS AND CONDITIONS:**

1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. 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.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general

instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Hidalgo County reserves the right to add or delete items 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.
- Terminated by County with thirty (30) days written notice.

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 at no cost to the County.

11.) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

14) **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

## MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, June 13, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, June 15, 2012 by 5:00 P.M.**

# EXHIBIT "B"

**HIDALGO COUNTY PRECINCT 4**

***"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"***

**BID NO.: 2012-105-06-20-SGS**

## BID PAGE

**PART 1:**

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

**NIGP Commodity Code: 962-39**

| **EXAMPLE:** | | **$3.00** | **25%** | **.75** |
|---|---|---|---|---|
| PLANT LOCATION/ ROAD MATERIALS | | TOTAL COST PER TON | FUEL COSTS PERCENTAGE PER TON | CURRENT/BASE FUEL COST |
| **Martin Marietta Materials-** Crushed Caliche | **Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX. | $ | % | $ |
| **Frontera Materials-** Crushed Caliche | **490 Pit-** 4.5 mi W. of US 281 on 490 | $ | % | $ |
| | **Reavis Pit-** Approx 4 mi N. of US 83 on FM2221 La Joya, TX. | $ | % | $ |
| **Roy's Hauling Service-** Pit-Run Caliche | **Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 – (on West side) | $ | % | $ |
| | **Big Pit 5-** 4 mi N. of FM 1925 on Big 5 Rd. | $ | % | $ |

**PART II.**

**BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4**

**At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:**

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for, **June 15, 2012**. For each 10% (increase or decrease) in the OPIS Index of **June 15, 2012** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 4 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

**In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice**

**Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.**

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

***(Must be included in Bid Packet)***

# EXHIBIT "B-1"

## HIDALGO COUNTY PRECINCT NO. 4
## *"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"*
## RFB NO.: 2012-105-06-20-SGS

*Hidalgo County Precinct No. 4 is requesting the following information for the available hauling trucks to be utilized for this project. Please fill out each section completely. All trucks shall be covered under the insurance requirements as set forth in Exhibit "C" of this document and under the same terms and conditions. Insurance must be maintained throughout the term of the contract.* ***INCOMPLETE*** *submittals shall be considered a probable cause for disqualification.* ***For vendor owned vehicles- copies of Titles must be included.***

### VEHICLE INFORMATION

| Vehicle Year/Make / Model | Vehicle Identification Number | License Plate Number | Unit No. | Vehicle Capacity- Per Load | Vehicle Owned/Or Leased |
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*Must be included with Bid Packet*

# EXHIBIT "B-2"

**HIDALGO COUNTY PRECINCT NO. 4**
***"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"***
**RFB NO.: 2012-105-06-20-SGS**

## DRIVER'S INFORMATION

***DRIVER'S LISTED BELOW MUST PROVIDE A COPY OF THEIR CERTIFIED DRIVER'S LICENSE NO. WITH THIS BID***

| NAME OF DRIVER | CERTIFIED DRIVER'S LICENSE NUMBER | TRUCK/UNIT NUMBER |
|---|---|---|
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*Must be included with Bid Packet*

# EXHIBIT "C"

## Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ ☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONTRACTOR'S PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ 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<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN EA ACC<br>AUTO ONLY AGG | $<br>$ |
| C | EXCESS LIABILITY<br>☐ OCCUR ☐ CLAIMS-MADE | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | ☐ DEDUCTIBLE | | | | | $ |
| | ☐ RETENTION $ | | | | | $ |
| 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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 Fax (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**<br>**State Identification No._____ (Please attached completed W-9 form with this application)**<br>**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)**<br>**Small Business:** **Disadvantaged Business (At Least 51% Ownership)**<br>_Less than 125,000 annual gross receipt — Black American — Native American<br>Less than 250,000 annual gross receipt — Hispanic American — Women<br>Less than 499,000 annual gross receipt — Asian Pacific American — Other<br>More than 500,000 annual gross receipt<br>**Have you been certified as a HUB or an MBE/WBE source?:** Yes No<br>**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** Yes No |
| **What type of product(s) is/are solicited by your company?:**<br>**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):**<br>**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:

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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:

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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:

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Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

Employer identification number

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"

VENDOR'S BID and TAB SHEET

# HIDALGO COUNTY PURCHASING DEPARTMENT
# TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4**

**BID OPENING DATE: JUNE 20, 2012** | **BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "Hauling Services For all Road Materials (Excluding Hot-Mix)"**

**BID NO: 2012-105-06-20-SGS** | **BUYER: Sandy Suarez**

| PARTICIPANT SOLE-BIDDER | Total Cost Per Ton | Fuel Costs Percentage Per Ton | Current/Base Fuel Cost | PIT LOCATIONS / NAME OF COMPANY | |
|---|---|---|---|---|---|
| **EXAMPLE** | 3.00 | 25% | .75 | | |
| 1. ROY'S HAULING SERVICE | 4.50 | 75% | 3.38 | **Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX. | Martin Marietta Materials- **Crushed Caliche** |
| | 4.50 | 75% | 3.38 | **490 Pit-** 4.5 mi W. of US 281 on 490 | Frontera Materials- **Crushed Caliche** |
| | 7.00 | 75% | 5.25 | **Reavis Pit-** Approx 4 mi N. of US 83 on FM2221 La Joya, TX. | |
| | 4.00 | 75% | 3.00 | **Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 –(on West side) | Roy's Hauling Service- **Pit-Run Caliche** |
| | 4.00 | 75% | 3.00 | **Big Pit 5-** 4 mi N. of FM 1925 on Big 5 Rd. | |

# EXHIBIT "B"

**HIDALGO COUNTY PRECINCT 4**

***"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"***

**BID NO.: 2012-105-06-20-SGS**

OPENED 9:45 6-20-12 Witnessed

## BID PAGE

**PART 1:**

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

**NIGP Commodity Code: 962-39**

| EXAMPLE: | | $3.00 | 25% | .75 |
|---|---|---|---|---|
| PLANT LOCATION/ ROAD MATERIALS | | TOTAL COST PER TON | FUEL COSTS PERCENTAGE PER TON | CURRENT/BASE FUEL COST |
| **Martin Marietta Materials-** Crushed Caliche | **Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX. | $ 4.50 | 75% | $ 3.38 |
| **Frontera Materials-** Crushed Caliche | **490 Pit-** 4.5 mi W. of US 281 on 490 | $ 4.50 | 75% | $ 3.38 |
| | **Reavis Pit-** Approx 4 mi N. of US 83 on FM2221 La Joya, TX. | $ 7.00 | 75% | $ 5.25 |
| **Roy's Hauling Service-** Pit-Run Caliche | **Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 – (on West side) | $ 4.00 | 75% | $ 3.00 |
| | **Big Pit 5-** 4 mi N. of FM 1925 on Big 5 Rd. | $ 4.00 | 75% | $ 3.00 |

**PART II.**

**BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4**

**At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:**

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for, **June 15, 2012**. For each 10% (increase or decrease) in the OPIS Index of **June 15, 2012** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

# EXHIBIT "C"
## INSURANCE REQUIREMENTS

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2012

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
Valmor Insurance Agency, Inc.
1303 N 10th Street
McAllen TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : MCCLELLAND AND HINE INS CO | |
| INSURER B : UNITRIN MUTUAL INS. CO. | |
| INSURER C : TEXAS MUTUAL INS. CO. | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
ROY'S HAULING SERVICE INC.
P O BOX 1896
EDINBURG, TEXAS 78540-1896

**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<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [ ] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [ ] LOC | Y | Y | L086026349 | 03/27/2012 | 03/27/2013 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Fire Damage | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X HIRED AUTOS<br>X SCHEDULED AUTOS<br>X NON-OWNED AUTOS | N | N | 2300075 | 08/20/2012 | 08/20/2013 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,010<br>$<br>$<br>$ |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS MADE<br>DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | 0001242005 | 9/04/2012 | 09/04/2013 | WC STATU-TORY LIMITS X OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

1998 INTL #044857,1999 INTL #066851, 2000 PTRB #483178,2000 PTRB #483173, 2000 PTRB #483206, 2000 PTRB #483207, 2006 PTRB #639700 AND 2006 PTRB #639702

**CERTIFICATE HOLDER**

COUNTY OF HIDALGO
2802 S BUSINESS HWY 281
EDINBURG TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Maria Duenas

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**AI-41301** **Purchasing Department 7. D.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to extend the second (2nd) and final year of the two (2)-one(1) year renewal as provided with N.T.C. Drug Testing Services Inc. for the provision of "Drug and Alcohol Testing For Hidalgo County Employees", under the same rates, terms and conditions with renewal effective date of January 1, 2014 with ending date of December 31, 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: Various

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

BUDGETARY IMPACT:

There are various accounts in the county. Sheriff, Juvenile and Safety Divisions are the major end user departments. 3-1100-419-50-125-003-0-339 and 3-1100-421-00-280-001-0-339.

Attachments

Signed Extension and Contract

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/31/2013 08:31 AM |
| Budget & Management | Obdett Calzada | 10/31/2013 09:42 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Vangie Garcia Started On: 10/17/2013 10:59 AM

Final Approval Date: 11/08/2013

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

October 17, 2013

N.T.C. Drug Testing Services Inc.
Attn: Susan Sanchez, Director
P.O. Box 2883
4132 N. 23rd. Street
McAllen, Texas 78501

Via Email: ntcdrugtestingstaff@yahoo.com

Re: Renewal Of Agreement-C-10-170-05-25
Drug And Alcohol Testing For HC Employees"

Dear Ms. Sanchez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to extend the final year of the two (2)-one (1) year renewal 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, November 5, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **12:00 Noon, Tuesday, October 22, 2013 and or sooner,** via facsimile to (956) 956-318-2529 or email to: so as to meet the agenda request form deadlines.

By: _____ Date: Oct. 18, 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,
***Vangie Y. Garcia, Contract's Manager***
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT**
**C-10-170-05-25**

THIS CONTRACT is made and entered into this **25th** day of **May, 2010** by and between the County of Hidalgo, Texas ("County"), and **NTC Drug Testing Services dba Nurses, Technicians & Collectors, Inc.,** ("Company").

WHEREAS, Company responded to request for bids for "Drug and Alcohol Testing Services" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within 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 Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **July 4, 2010** and ending **December 31, 2012** and may be extended at the sole discretion of County for an additional two (2)-one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
**Attn: County Judge**
**100 E. Cano**
**Edinburg, Texas 78539**

If to Company **N.T.C. Drug Testing Services**
**dba Nurses, Technicians, & Collectors, Inc.**
**P.O. Box 2883**
**4132 N. 23rd**
**McAllen, Texas 78502**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County 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: **NTC Drug Testing Services**
**dba Nurses, Technicians & Collectors, Inc.**

Printed Name: SUSAN SANCHEZ

Title: DIRECTOR

Approved by Commissioners Court on: **05/25/2010**

**APPROVED AS TO FORM:**

**Atlas & Hall, L.L.P.**

By: _____
Stephen L. Crain

| Bid No: 2010-170-05-05-SMA | Buyer: Sandra Montalvo | Tel. No: (956) 318-2665 ext. 4865 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY
## "DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

## BID OPENING DATE: May 05, 2010 @9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956- 318-2626

1. Sealed bids will be received for **"HIDALGO COUNTY – DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** 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-2010-170-05-05-SMA-HIDALGO COUNTY- DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** and in County's Purchasing Department, 2812 s. Business Highway 281, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, MAY 05, 2010.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2010-170-05-05-SMA. HIDALGO COUNTY-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES".**

   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 items 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-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** 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 Human Resources Department
1615 South Closner
Edinburg, Texas 78539
ATTN.: Esther Cortez, Director
(956) 318-2660

17. **SCHEDULE OF EVENTS**

| | |
|---|---|
| **Bid Opening, 9:30 AM** | MAY 05, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm . If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract 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 confirm 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
## "DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 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: _____

**(THIS PAGE MUST BE SUMITTED WITH BID)**

# EXHIBIT "A"
# HIDALGO COUNTY
# "DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES
# BID NO. 2010-170-05-05-SMA

**The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.**

## GENERAL

1. HIDALGO COUNTY is seeking bids from qualified firms for the purpose of performing drug and alcohol testing services including but not limited to, collecting and analyzing urine specimens for random and new hire drug and alcohol testing for Hidalgo County employees "ON AN AS NEEDED BASIS.

2. The Hidalgo County Drainage District No. One Board of Directors may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. One. Should the Board of Directors of Hidalgo County Drainage District No. One decide the firm(s) selected as the one(s) selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. One the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).

3. The services shall be mandated by the Omnibus Transportation Testing Act of 1991, the U.S. Department of Transportation (DOT), the Drug Free Workplace Act on alcohol and drug misuses and shall be in accordance with any applicable Federal, State and/or Local Laws.

4. The Vendor will administer all aspects of the drug and alcohol testing process to meet all applicable requirements and The County of Hidalgo Drug and Alcohol Policy.

## SCOPE OF SERVICES:

1. Vendor shall notify Hidalgo County of any changes in Federal requirements with respect to the regulations of Services provided herein.

2. Vendor shall have ability to conduct a Drug and Alcohol Testing Services Program in accordance to The County of Hidalgo Drug and Alcohol Policy (herein attached Exhibit "E") and as required by local, state, and federal laws and regulations.

3. Vendor shall perform collection of; but may not necessarily limited to, urine and breath samples by certified staff, in accordance with NIDA standards and DOT and/or County policy and protocol for post-offer pre-employment and random drug tests as required.

4. Conducting Services in accordance with The County of Hidalgo Drug and Alcohol Policy including but not limited to:
   a. Post offer, pre-employment screening to all new employees safety-sensitive positions only;
   b. Post employment transfer, promotion and/or reassignment to safety sensitive position;
   c. Reasonable Suspicion;
   d. Employee found in possession of drugs and/or alcohol;
   e. Employee returning to work after a leave of absence of 45 days or more- safety-sensitive positions only;
   f. Post accident and/or critical near miss;
   g. Random Testing for safety-sensitive positions should already include CDL drivers.

5. Vendor must provide this 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.

6. The service provider will assure security and validity of urine collections maintenance of a proper and documented chain of custody for the specimens and accurate records thereof in compliance with 49 CR Part 40 for DOT required specimens.

7. Establish and maintain clear, well-documented accessing, quality control and confidentiality procedures.

8. The initial screen test must be conducted using an evidential breath testing device (EBT) or a non-evidential alcohol screen device (ASD using breath. The confirmatory test can only be conducted using an EBT.

9. RANDOM DRUG AND ALCOHOL TESTING – The County will require approximately 50% random drug and alcohol testing for employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position to be performed on a monthly and/or quarterly basis and must meet DOT regulations. Safety sensitive positions are located in various departments countywide. Vendor must provide a description of the work plan and the methods to be used that will demonstrate what the vendor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The vendor must specify the test procedures that will be utilized. The vendor must also include a plan for performing random testing at the Hidalgo County Human Resources Department and/or multiple locations simultaneously.

   Before notification of a positive test result (other than alcohol), on **any/all employees** regardless of job description and duties, the readings shall be referred to a Medical Review Officer (MRO) for review to concur with the test results, as to eliminate any doubt or possibility that the readings were a result of medication obtained within policy parameters.

10. Vendor must provide Reasonable Suspicion training certification to designated County employees and must provide complete description of the training and consultation services offered on an as needed basis.

11. Vendor must hand deliver positive result to Hidalgo County Human Resources Department. Negative results will be hand delivered to the Hidalgo County Human Resources Department at 1615 South Closner, Edinburg, Texas within twenty-four (24) hours of testing. It is further required that Human Resources Department be notified by the vendor within twenty-four (24) hours of possible delays due to positive test results.

12. Test results other than "stat" must be performed and results returned within seventy (72) hours. Those requiring a longer incubation period will be mandated, that the results be returned within forty-eight (48) hours after incubation period. Results will not be divulged in any form to anyone other than to those designated authorized County representatives. At all times HIPPA requirements will be fully complied with.

13. Statistical reports of test results may be requested from the vendor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated County representative.

14. As per Department of Transportation (DOT) regulations and as approved by Hidalgo County Commissioner's Court on May 15, 2007, Alcohol screening tests that result in a concentration of less than 0.02, is considered negative and no further testing will be required. For tests with results greater than or equal to 0.02, a second test will be required, for confirmation, 15 to 30 minutes from the time of the first positive test.

15. Vendor must possess capability for collection of urine samples and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations 24 hours a day, 7 days a week. Pre-employment and Random Testing will require the capability of testing as needed by the Human Resources Department.

16. Vendor must be able to respond after hours and weekends.

17. QUALIFICATIONS OF THE VENDOR – Must remain current on testing and medical standards for all services to be performed as a result of this contract. Vendor must provide the County Purchasing Department with all licenses and certificates when they are renewed.

18. Vendor must provide all chain of custody forms, supplies, and equipment necessary to collect analyze and store urine specimens for both DOT and NON DOT collections.

19. **BID PRICE** must include an individual and a total test charges (fees) for the following:
    - PANEL 5
      - Amphetamines:
        - Amphetamine
        - Methamphetamine
      - Cocaine Metabolites
      - Marijuana Metabolites
      - Opiates:
        - Morphine
        - Codeine
      - Phencyclidine (PCP)

- Alcohol

Bid must indicate fees for urine and breath tests as requested on Bid Page (Exhibit "B").

20. **TESTING SITE**– Vendor must have testing locations in *EASTERN* (Precinct No. 1) *CENTRAL* (Precinct No. 2 or 4) and *WESTERN* (Precinct No. 3) Hidalgo County including a locked, secured box, etc. for private articles where applicable.

21. **PRE-BID CONFERENCE will be held on Tuesday, April 27, 2010 @ 2:30 p.m. at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281-New Administration Bldg, Edinburg, Texas**. We encourage all participating bidder(s) to attend.

## TERMS AND CONDITIONS

1. **CONTRACT TERM** – This Contract shall be for a period of two (2) years 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 Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

2. **REFERENCES** - Submit a minimum of five (3) references that include, company names, addresses, contract persons and telephone numbers for the contact persons, who can verify your performance as a vendor with Government Entities in the State of Texas. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.

3. Vendor must have been in business within the past five (5) years.

4. Hidalgo County will seek purchases/services from State awarded vendors whenever it is, its best interest to do so.

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 cancellations.

7. Hidalgo County reserves the right to award the bid to ONE OR MULTIPLE bidders if the County determines it is in its best interest to do so.

8. **INSURANCE REQUIREMENTS** for this project to be maintained though out the contract term (Refer to limits in Exhibit "C").

9. 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.

10. **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.

11. All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

## 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 procedures 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 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 contactor 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:**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. 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 Highway 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO. sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, **Wednesday, April 28, 2010 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Friday, April 30 2010 by 5:00 P.M.**

## The County of Hidalgo Drug and Alcohol Policy

### 1. Policy Statement

The County of Hidalgo (the "COUNTY") recognizes that alcohol and drug abuse in the workplace has become a major concern. To help ensure a safe, healthy and productive drug-free work environment for all employees (collectively "Employees") of the COUNTY and others on the property of the COUNTY, to protect COUNTY property and assets, maintain a favorable public image and to assure efficient operations, the COUNTY has adopted a policy on drugs, alcohol and other prohibited items applicable to all Employees. This policy is intended to comply with the Drug Free Workplace Act of 1988, the Texas Workers Compensation Act and all applicable regulations issued by the Department of Transportation ("DOT").

It is the policy of the COUNTY to maintain its property and to provide a drug-free working environment that is both safe for Employees and others having business with the COUNTY or on COUNTY property and conducive to efficient and productive work standards. This policy restricts certain items and substances from being brought on or being present in or on COUNTY property, including all COUNTY owned and operated buildings, parking areas, easements and rights of way, vehicles, equipment, parks and recreational areas, capital projects, construction sites, job sites and any areas which fall under the jurisdiction and control of the COUNTY. This policy prohibits Employees from reporting to work, working or being present on COUNTY property, whether or not on duty, from having detectable levels or identifiable trace quantities of certain drugs and other substances. However, this policy is not intended to prohibit or restrict the legal and responsible use of alcohol in COUNTY recreation areas by COUNTY Employees while off duty.

### 2. Statement of the Drug and Alcohol Policy

The use, possession, sale, manufacture, distribution, transfer, dispensation, concealment, receipt, transportation, or being under the influence of any prohibited items or substances (including the presence of detectable levels or identifiable trace quantities), as defined in Section 3, on COUNTY property or while on COUNTY business, by Employees, is prohibited. Employees must not report for duty or be on COUNTY property while under the influence of, or have in their possession while on COUNTY property, any prohibited item or substance.

### 3. Definitions

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or any other low molecular weight alcohol including methyl and isopropyl alcohol.

CDL means Commercial Driver License holders. The COUNTY requires certain Employees to maintain a CDL. The DOT regulations (49 CFR Parts 40 and 382) require the COUNTY to have a special, mandatory controlled substance and alcohol testing policy for these Employees. All applicable drug and testing procedures shall meet DOT regulations. A copy of the DOT regulations shall be available for inspection and copying in the Personnel Office.

Commission means the Hidalgo County, Texas Civil Service Commission established pursuant to the Texas Local Government Code.

Controlled Substance means illegal drugs plus any other substance covered by Schedules I through V of the Federal Controlled Substances Act (21 USC 801, et seq.) or the Texas Controlled Substances Act (Chap. 481, Texas Health and Safety Code). A controlled substance is unauthorized if the Employee does not have a valid prescription for that substance at the time of its use or possession.

Conviction means a final, non-appealable finding of guilt by either a judge or jury, or a suspension of sentence, probation or deferred adjudication, including a plea of *no lo contendere*.

COUNTY means Hidalgo County, Texas, as organized and existing under the constitution and laws of the State of Texas.

Department means a COUNTY, district, or precinct office, agency, or board that has jurisdiction and control of designated governmental functions.

Department Head means an individual appointed as a supervisor of a department by one of the following: Commissioner's Court, COUNTY Judge, a designated representative of the Commissioner's Court, or an Elected Official.

Detectable means the measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a National Institute of Drug Abuse ("NIDA") certified testing laboratory; such levels will meet the DOT requirements.

Elected Official means an individual elected to a position created by the constitution or by statute. The term of an Elected Official is limited by the constitution.

Employee means any person employed by the COUNTY, including Elected Officials, full-time, part-time, temporary, probationary and contract employees.

Safety Sensitive Position means a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life threatening procedures, or

work with controlled substances; a position in which a drug impairment constitutes an immediate and direct threat to the Employee's health or safety; a position which has access to a juvenile facility; a position in which the Employee is responsible for the well-being of a minor; or a position in which a momentary lapse in attention could result in injury or death to another person.

Under the influence means being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees, the public or COUNTY property, and/or having a measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a NIDA certified lab.

**4. Prohibited Items and Prohibited Conduct**

A. The use, possession, sale, manufacture, distribution, dispensation, concealment, receipt, transportation, or being under the influence of any of the following items or substances on COUNTY property (including the presence of detectable levels or identifiable trace quantities), by Employees, is prohibited:

i. Illegal drugs; controlled substances; marijuana; mood or mind altering substances, legal or illegal; "look-alike" substances; designer, counterfeit or synthetic drugs; inhalants; and any other drugs or substances which will in any way affect safety, workability, alertness, coordination, judgment, response or affect the safety of others on the job.

ii. Alcoholic beverages. Consuming alcoholic beverages while driving or driving while intoxicated any vehicle for COUNTY business or any COUNTY vehicle at any time is prohibited. The consumption of alcohol on COUNTY time is prohibited.

iii. Drug paraphernalia.

iv. Prescription drugs and over the counter medications, except under the following conditions:

(a) The drugs have been prescribed by an authorized and Texas licensed medical practitioner for current use (within the past 12 months) for the person in possession of the drugs and filled in accordance with the provisions of the Texas Pharmacy Act, Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code) and regulations promulgated thereunder.

(b) The drugs/medications, both prescribed and over the counter, are limited to a one day's supply, or must be kept in their original container labeled in accordance with the provisions of the applicable laws of the State of Texas and must be taken in accordance with the dosage recommendations and usage cautions and generally must not affect the person's ability to perform work safely.

(c) The COUNTY may require the Employee to provide documentation from the doctor stating that such use will not impair the Employee's ability to perform the essential functions of his/her position. The COUNTY reserves the right, with Employee's consent, to consult with the Employee's medical doctor to determine if a drug or medication, whether prescribed or not, produces hazardous or non-safe effects and may restrict the use of any such drug or medication accordingly on COUNTY property.

(d) Any Employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of medication could compromise the safety of the Employee, fellow Employees or the general public, it is the Employee's responsibility to use appropriate personnel procedures (i.e., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

B. The following conduct is prohibited by this policy:

i. Switching or altering any urine sample submitted for testing.

ii. Refusal to consent to testing. Consent is indicated by signing any form required by the COUNTY or its designated testing facility.

iii. Refusal to submit to an inspection of any desk, locker, vehicle or other COUNTY property under Employee's control when asked to do so by Department Head or Elected Official.

iv. Conviction under any criminal drug statute for a violation occurring in the workplace.

v. Failure to notify the Department Head, Elected Official or Risk Management of any arrest or conviction under any criminal drug statute, or arrest or conviction of driving while intoxicated, within five (5) days of the arrest or conviction.

vi. Failure to notify Department Head, Elected Official or Risk Management of the side affects of a prescription or non-prescription drug which may impair the Employee's behavior or physical or mental ability to safely and fully perform assigned duties.

vii. Failure to keep prescribed medicine in its original container or to provide proof of identification of drug prescriptions and prescribing physician.

viii. Failure of any COUNTY Employee to report the use or possession of an illegal drug or prohibited item by another COUNTY Employee while on duty or in a COUNTY vehicle.

**5. Policy Enforcement**

Because of the importance of this Policy, the COUNTY reserves the right, at all times, while on COUNTY premises and property and when circumstances warrant, to have the Department Head, Elected Official or personnel designated by COUNTY conduct reasonable searches and inspections of Employees and their personal property and effects, to include, but not limited to lunch boxes, purses, briefcases, baggage, offices, desks, clothing, and vehicles (including trunks, glove compartments, etc.), for the purpose of determining if such Employees or other persons are using, possessing, selling, manufacturing, distributing, dispensing, concealing, receiving or transporting any of the prohibited items and substances.

The Department Head, Elected Official or certain personnel designated by the Department Head have the right to conduct an on-the-spot search and inspection of Employees and their personal property and effects, as described above, if Department Head, Elected Official or designated personnel have a reason to believe that Employees or others, are in violation of this policy. All searches and inspections conducted by outside authorized specialists will be in the presence of the Department Head, Elected Official or such designated personnel. All Employees are expected to cooperate with any investigation regarding this policy. Failure to cooperate, providing false information or omitting information may subject Employees to disciplinary action in accordance with all COUNTY personnel policies and all applicable state law.

A search and inspection may also include and require Employees present on COUNTY property to submit to a drug and alcohol screen test. Tests may be required under the following circumstances, however testing is mandatory for all individuals in sections (a) and (b):

(a) Post-offer, pre-employment screening to all new employees;

(b) Post-employment transfer, promotion and/or reassignment to safety-sensitive position;

(c) 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 this policy;

(d) 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;

(e) When an Employee returns to active employment after a leave of absence of forty-five (45) days or more;

(f) 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, vehicles/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; or

(g) Random (Periodic and unannounced). Only COUNTY employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position will be subject to random testing. Random testing, other than to meet current specific job site requirements, will not commence until twenty-one (21) days following the date of this policy; however, applicants for employment shall be subject to testing as of the date of this policy. The search, inspection, urine and/or blood drug screening provisions herein will be performed with concern for the personal privacy of each Employee or other person, and will also apply to contract labor, when feasible.

All persons shall have the opportunity, prior to testing and at the testing facility, to list all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances surrounding the use of such drugs. All records containing medical information will be maintained in accordance with applicable law.

This testing policy does not include and specifically excludes those Employees covered by the Hidalgo County Sheriff's Department Alcohol and Drug Testing Policy as defined therein.

6. **Consequences for Violating Policy**

The following violations of this policy will result in **automatic and mandatory termination** upon the first offense:

(a) Refusal to submit to a drug and or alcohol test. Consent is indicated by signing any form required by the COUNTY or the physician or laboratory collecting the specimen for testing.

(b) Confirmation of a positive result in drug testing and screening, which indicates detectable levels or identifiable trace quantities of a prohibited drug or substance.

(c) Unauthorized use or possession of alcohol when reporting for duty, while on duty or occupying any COUNTY vehicle or personal vehicle on COUNTY time, including lunch or other break periods.

Violations involving other sections of this policy will result in disciplinary action, up to and including termination, in accordance with all COUNTY personnel policies and all applicable state law. Preliminary findings of a policy violation, other than those which require automatic and mandatory termination, may require Employee be suspended, without pay, pending the results of an investigation. If the investigation clears Employee of any policy violation, then Employee will be fully reinstated, including pay, to his/her job.

An Employee who is terminated for refusing to take a drug and or alcohol test or who is terminated for having a positive drug or alcohol test will not be eligible for rehire for six (6) months.

7. **Notification**

Any Employee who is arrested or convicted of a drug-related offense must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Any Employee who is arrested or convicted of driving while intoxicated must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Failure to report such an offense may result in disciplinary action in accordance with all COUNTY personnel policies and applicable state law.

## *8.* Treatment Programs and Employee Insurance

While the COUNTY does not sponsor or endorse any specific drug treatment program, such programs are available through public and private health care facilities in the area. Affected employees are encouraged to seek assistance for themselves and their dependents. The group health insurance offered to employees and their dependents may provide limited coverage for expenses related to drug treatment programs. Employees may contact the Human Resources Department or refer to the plan description for details.

The COUNTY does not offer, nor require, participation in drug and alcohol abuse education and training programs. However, various public and private facilities in the area offer such programs and affected or interested employees are encouraged to seek assistance.

**The County of Hidalgo Drug and Alcohol Policy**
**Certificate of Receipt**

I have read, understand and received a copy of the County of Hidalgo Drug and Alcohol Policy, amended 1-29-07, and understand I am expected to abide by this Policy.

Name: _____

Signature: _____

Social Security Number: _____

Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | GEN'L AGGREGATE | $ |
| | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ 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 | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

*(Copy of receipt and this form must be submitted with bid)*

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ____

or

Employer identification number
___ _____

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ▶ Date ▶

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

| | |
|---|---|
| **Company Name:** | **Telephone No. ( )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address:** | **Fax No. ( )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
**State Identification No.**_____ **(Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

| **Small Business:** | **Disadvantaged Business (At Least 51% Ownership)** | |
|---|---|---|
| Less than 125,000 annual gross receipt | Black American | Native American |
| Less than 250,000 annual gross receipt | Hispanic American | Women |
| Less than 499,000 annual gross receipt | Asian Pacific American | Other |
| More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** Yes No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** Yes No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** Yes No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

# Certification
# Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

# EXHIBIT "B" VENDOR'S BID
# (BID TABULATION)

# EXHIBIT "B"

## Bid Form

**HIDALGO COUNTY**
**"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**
**BID NO. 2010-170-05-05-SMA**

BIDDER /COMPANY'S NAME: N.T.C. DRUG TESTING SERVICES, INC.
ADDRESS: P.O. BOX 2883, 4132 N. 23rd STREET, McALLEN, TX.
CITY/STATE/ZIP CODE: McALLEN, TEXAS 78501
PHONE NUMBER/: (956) 682-7090 / 682-4219
CELLULAR NUMBER: (956) 655-2067
FAX NUMBER: (956) 682-4252
AUTHORIZED SIGNATURE: Susan Sanchez
EMAIL ADDRESS: NTCDRUGTESTING STAFF@YAHOO.COM
PRINTED NAME: SUSAN SANCHEZ
TITLE: DIRECTOR
DATE: 04/30/10

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**EXHIBIT "B"**

**Bid Form**

**HIDALGO COUNTY**

**"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**

**BID NO. 2010-170-05-05-SMA**

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

## DRUG AND ALCOHOL TESTING SERVICES:

| SPECIFIC TEST | | COST PER TEST | | RESPONSE - TIME (DAYS/HOURS) | |
|---|---|---|---|---|---|
| | | DOT | NON-DOT | NEGITIVE | POSITIVE |
| Drug Testing Services | PANEL 5 | $ 36.00 | $ 36.00 | 24 hrs. | 24/48hr. |
| Alcohol Testing Services | Initial Test | $ 20.00 | $ 20.00 | instant | 3min. |
| | Post Accident | $ 20.00 | $ 20.00 | instant | 3min. |
| | Confirmation Test | $ 20.00 | $ 20.00 | instant | 3min. |

## TRAINING SERVICES FEE:

| TECHNICAL ASSISTANCE | HOURLY FEES |
|---|---|
| Employee Training | $ 80.00 |
| Reasonable Suspicion Training | $ 80.00 |

## PROFESSIONAL ASSISTANCE SERVICES:

| | DOT | NON-DOT |
|---|---|---|
| Medical Review Officer (MRO) | $ included for a DOT Test | $ 18.00 |

Please note by U.S. DOT Regulations Every D.O.T Test requires an MRO Automatically.

OPENED
10:00 am
MAY 05 2010
Witnessed

(THIS PAGE MUST BE SUBMITTED WITH BID)

# EXHIBIT "C" INSURANCE REQUIREMENTS

Policy Number:

Date Entered: 10/18/2013

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2013

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<br>Davis Insurance Agency<br>2030 E. Griffin Parkway<br>Mission, Texas 78572 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524<br>E-MAIL ADDRESS: davisinsuranceagency@yahoo.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Great Midwest Insurance Co. | |
| INSURED NTC DRUG TESTING SERVICES INC.<br>DBA NURSES TECHNICAN AND COLLECTORS<br>PO BOX 2883<br>MCALLEN, TX 78501 | INSURER B: CNA Insurance | |
| | INSURER C: Great Midwest 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 | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | X | X | PP00024322 | 11/09/2013 | 11/09/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$100,000<br>$5,000<br>$EXCLUDED<br>$2,000,000<br>$EXCLUDED |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[X] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | X | X | 4031277100 | 12/28/2012 | 12/28/2013 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATU-TORY LIMITS / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| C | Professional Liability | X | | PP00024322 | 11/09/2013 | 11/09/2014 | claims made lim<br>claims made agg | 1,000,000<br>2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Hidalgo County is added as an additional insured.

**CERTIFICATE HOLDER**

Hidlago County
2812 S. Business Highway 281
Edinburg, Tx. 78541

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Carl Davis

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NTCDRUG-01 HEREN1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2013

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
Shepard Insurance Agency
5801 N 10th St Ste 300
McAllen, TX 78504

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Hallmark Ins Co of TX | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
NTC Drug Testing Services
P.O. Box 2883
McAllen, TX 78502

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | POLICY PRO-JECT LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | | AHWC1273 | 9/18/2013 | 9/18/2014 | X WC STATU-TORY LIMITS OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | 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)
Blanket Waiver of Subrogation per written contract

**CERTIFICATE HOLDER**

Hidalgo County
2812 S. Bus. Hwy 281
Edinburg, TX 78540

**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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**AI-41684** **Purchasing Department 7. E.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #11324561 in the amount of $7,577.28 and Invoice#11324613 in the amount of $7,577.28, from L&G Consulting Engineers, Inc. contracted engineer for HCMPO Policy Meeting and HCMPO Tech Meeting. C-13-225-07-09

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

PO# 697785

Attachments

Invoice No. 11324561

Invoice#11324613

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 11/06/2013 04:12 PM |
| Budget & Management | Obdett Calzada | 11/07/2013 09:46 AM |
| Glinda Pacheco | Glinda Pacheco | 11/08/2013 10:27 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Rocio Villarreal Started On: 11/06/2013 02:39 PM

Final Approval Date: 11/08/2013

L&G Engineering
Transportation Consultants

October 1, 2013

Hidalgo County
Budget Office
**Attn: Sergio Cruz**
2818 S. Bus. Hwy 281
Edinburg, TX 78539

**RE: PROGRESS REPORT**
**Activities at the HCMPO for the month of September 2013**
**Work Authorization No. 1 Contract #C-11-054-04-12 (PO#697785)**

Dear Judge Garcia and County Commissioners,

Attached is our invoice for the month of September 2013. This invoice covers the basic fee associated for attending the Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings.

The following tasks were accomplished this month.

- September 3, 2013 – Jacinto Garza, P.E. attended the HCMPO Technical Advisory Committee (TAC) meeting and coordinated with the Hidalgo County MPO Policy Committee member, Commissioner Joe Flores prior to the scheduled Policy Meeting.

- September 19, 2013 – Jacinto Garza attended the HCMPO Transportation Policy Committee meeting and coordinated recommendations and information to the Hidalgo County MPO Policy Committee member, Commissioner Joe Flores.

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

HIDALGO COUNTY
BUDGET OFFICE
2013 OCT 2 PM 3 59

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 #:** 11324561
**INVOICE DATE:** 09/30/13

**BILL TO:**
Hidalgo County
100 E. Cano
Edinburg, TX 78539

**JOB:** 130901
HCMPO - On Call Eng Services
PO#697785

---

**Engineering services for the month of September 2013.**

| | | | |
|---|---|---|---|
| **HCMPO POLICY MTG** | | | |
| September 2013 | 1.00 mtg | 3788.640 / mtg | 3,788.64 |
| **HCMPO POLICY MTG TOTAL:** | | | 3,788.64 |
| **HCMPO TECH MEETING** | | | |
| September 2013 | 1.00 mtg | 3788.640 / mtg | 3,788.64 |
| **HCMPO TECH MEETING TOTAL:** | | | 3,788.64 |
| **TOTAL** | | | 7,577.28 |

P.O. # 697785
3-1100-429-30-125-014-0-334
INVOICE RECEIVED BY: Vero Ortiz ON 10/04/2013
GOODS/SERVICES RECEIVED BY: Dina Trevino ON September 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, September 3, 2013***
***@ 1:30 P.M.***

| | | | |
|---|---|---|---|
| 1) | Roll Call | | Chairman |
| 2) | Approval of Minutes of:<br>➢ August 06, 2013 | **(ACTION ITEM)** | MPO Staff |
| 3) | Cost Over-Run Project(s) (If Needed) | **(ACTION ITEM)** | TxDOT |
| 4) | Discussion & Approval of Functional Classification | **(ACTION ITEM)** | MPO Staff |
| 5) | Discussion & Approval of Border Conference Location | **(ACTION ITEM)** | MPO Staff |
| 6) | Discussion on MTP/ TIP Amendment | **(DISCUSSION ITEM)** | MPO Staff |
| 7) | Discussion on Pedestrian Plan | **(DISCUSSION ITEM)** | MPO Staff |
| 8) | Monthly Letting Update | **(UPDATE ITEM)** | TxDOT |
| 9) | Staff Report | **(UPDATE / DISCUSSION / ACTION ITEM)** | MPO Staff |

A. Calendar: September & October 2013
B. Legislative / RTAP Update
C. HCMPO Budget Report
D. HCMPO Project Update
E. Director's Update

| | | | |
|---|---|---|---|
| 10) | HCRMA Update | **(UPDATE)** | HCRMA |
| 11) | Valley Metro | **(UPDATE)** | VALLEY METRO |
| 12) | Metro | **(UPDATE)** | METRO |
| 13) | Hidalgo County Commuter Rail District | **(UPDATE)** | HCCRD |
| 14) | Old or New Business | **(UPDATE / DISCUSSION / ACTION ITEM)** | Chairman |
| 15) | Adjournment | | |

# AGENDA

*Hidalgo County Metropolitan Planning Organization*
*Transportation Policy Committee Meeting*
*HCMPO Conference Room*
*510 South Pleasantview Drive*
*September 19, 2013*
*@ 5:30 PM*

**TAB I ROLL CALL**

**TAB II CITIZEN'S INPUT**

**TAB III PRESENTATIONS / ACTION / DISCUSSION ITEM(S)**

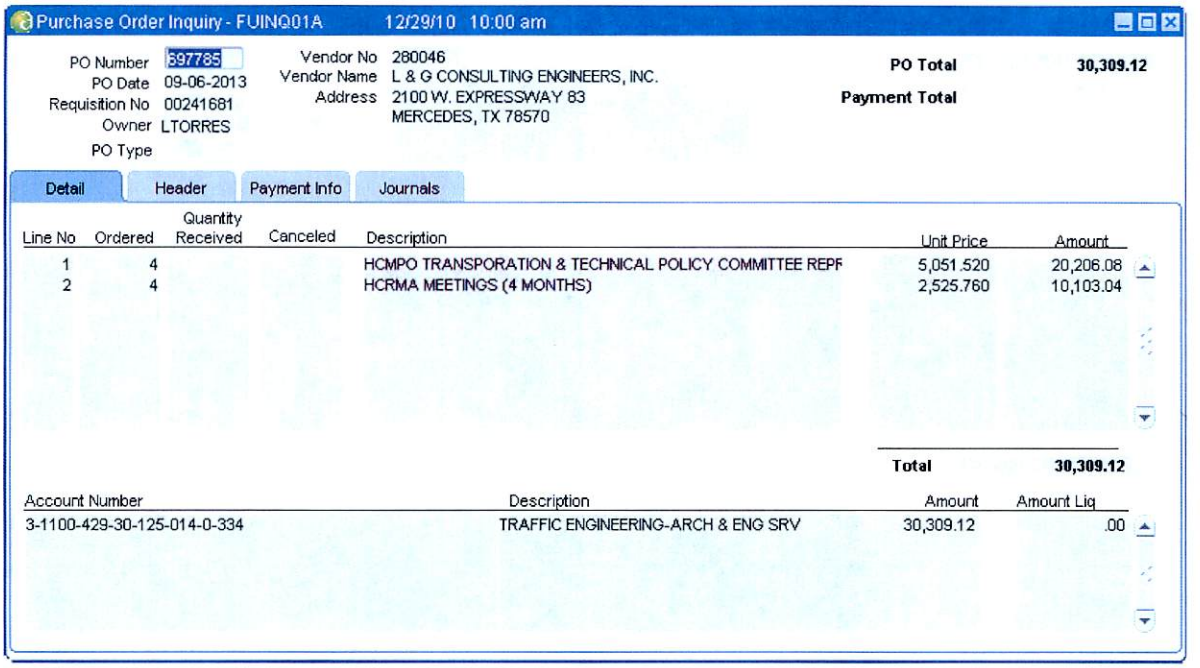
| | | | |
|---|---|---|---|
| A. | Approval of Minutes of: August 08, 2013 | (ACTION ITEM) | CHAIRMAN |
| B. | Discussion & Approval of Functional Classification | (ACTION ITEM) | MPO STAFF |
| C. | Discussion & Approval of Border Conference Location | (ACTION ITEM) | MPO STAFF |
| D. | Discussion on MTP/TIP Amendment | (DISCUSSION ITEM) | MPO STAFF |
| E. | Discussion of Pedestrian Plan | (DISCUSSION ITEM) | MPO STAFF |
| F. | Monthly Letting Update | (UPDATE ITEM) | TxDOT |

**TAB IV STAFF REPORT** (UPDATE / DISCUSSION / ACTION ITEM) MPO STAFF

A. Calendar: October & November 2013
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**


Purchase Order Inquiry - FUINQ01A 12/29/10 10:00 am
PO Number 597785
PO Date 09-06-2013
Requisition No 00241681
Owner LTORRES
PO Type
Vendor No 280046
Vendor Name L & G CONSULTING ENGINEERS, INC.
Address 2100 W. EXPRESSWAY 83
MERCEDES, TX 78570
PO Total 30,309.12
Payment Total
Detail
Header
Payment Info
Journals
Line No Ordered Quantity Received Canceled Description Unit Price Amount
1 4 HCMPO TRANSPORATION & TECHNICAL POLICY COMMITTEE REPF 5,051.520 20,206.08
2 4 HCRMA MEETINGS (4 MONTHS) 2,525.760 10,103.04
Total 30,309.12
Account Number Description Amount Amount Liq
3-1100-429-30-125-014-0-334 TRAFFIC ENGINEERING-ARCH & ENG SRV 30,309.12 .00

L&G Engineering
Transportation Consultants

November 1, 2013

Hidalgo County
Budget Office
**Attn: Sergio Cruz**
2818 S. Bus. Hwy 281
Edinburg, TX 78539

**RE: PROGRESS REPORT**
**Activities at the HCMPO for the month of October 2013**
**Work Authorization No. 1 Contract #C-11-054-04-12 (PO#697785)**

Dear Judge Garcia and County Commissioners,

Attached is our invoice for the month of October 2013. This invoice covers the basic fee associated for attending the Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings.

The following tasks were accomplished this month.

- October 1, 2013 – Jacinto Garza, P.E. attended the HCMPO Technical Advisory Committee (TAC) meeting and coordinated with the Hidalgo County MPO Policy Committee member, Commissioner Joe Flores prior to the scheduled Policy Meeting.

- October 17, 2013 – Jacinto Garza attended the HCMPO Transportation Policy Committee meeting and coordinated recommendations and information to the Hidalgo County MPO Policy Committee member, Commissioner Joe Flores.

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

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 #:** 11324613
**INVOICE DATE:** 10/31/13

**BILL TO:**
Hidalgo County
100 E. Cano
Edinburg, TX 78539

**JOB:** 130901
HCMPO - On Call Eng Services
PO#697785

---

**Engineering services for the month of October 2013.**

**HCMPO POLICY MTG**

| | | | |
|---|---|---|---|
| HNMPO Policy Meeting | 1.00 mtg | 3788.640 / mtg | 3,788.64 |
| | **HCMPO POLICY MTG TOTAL:** | | 3,788.64 |

**HCMPO TECH MEETING**

| | | | |
|---|---|---|---|
| HCMPO Tech Meeting | 1.00 mtg | 3788.640 / mtg | 3,788.64 |
| | **HCMPO TECH MEETING TOTAL:** | | 3,788.64 |
| | | **TOTAL** | 7,577.28 |

P.O. #697785
3-4100-429-30-125-014-0-334
INVOICE RECEIVED BY: Ana Galvan ON 11/4/2013
GOODS/SERVICES RECEIVED BY: Dina Trevino ON October 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, October 1, 2013***
***@ 1:30 P.M.***

| | | | |
|---|---|---|---|
| 1) | Roll Call | | Chairman |
| 2) | Approval of Minutes of:<br>➢ September 3, 2013 | **(ACTION ITEM)** | MPO Staff |
| 3) | Cost Over-Run Project(s) (If Needed) | **(ACTION ITEM)** | TxDOT |
| 4) | Discussion & Approval of MTP/ TIP Amendment | **(ACTION ITEM)** | MPO Staff |
| 5) | Discussion on Pedestrian Plan | **(DISCUSSION ITEM)** | MPO Staff |
| 6) | Monthly Letting Update | **(UPDATE ITEM)** | TxDOT |
| 7) | Staff Report | **(UPDATE / DISCUSSION / ACTION ITEM)** | MPO Staff |
| | A. Calendar: October & November 2013<br>B. Legislative / RTAP Update<br>C. HCMPO Budget Report<br>D. HCMPO Project Update<br>E. Director's Update | | |
| 8) | HCRMA Update | **(UPDATE)** | HCRMA |
| 9) | Valley Metro | **(UPDATE)** | VALLEY METRO |
| 10) | Metro | **(UPDATE)** | METRO |
| 11) | Hidalgo County Commuter Rail District | **(UPDATE)** | HCCRD |
| 12) | Old or New Business | **(UPDATE / DISCUSSION / ACTION ITEM)** | Chairman |
| 13) | Adjournment | | |

# AGENDA

***Hidalgo County Metropolitan Planning Organization***
***Transportation Policy Committee Meeting***
***HCMPO Conference Room***
***510 South Pleasantview Drive***
***October 17, 2013***
***@ 5:30 PM***

**TAB I ROLL CALL**

**TAB II CITIZEN'S INPUT**

**TAB III PRESENTATIONS / ACTION / DISCUSSION ITEM(S)**

| | | | |
|---|---|---|---|
| A. | Approval of Minutes of: September 19, 2013 | (ACTION ITEM) | CHAIRMAN |
| B. | Discussion & Approval of FY2035 MTP Amendment | (ACTION ITEM) | MPO STAFF |
| C. | Discussion & Approval of FY2013-16 Highway & Transit TIP Amendment #6 | (ACTION ITEM) | MPO STAFF |
| D. | Discussion & Approval of HCMPO Staff Out of Town Travel – TRB Conf. Jan. 2014 | (ACTION ITEM) | MPO STAFF |
| E. | UTPA Campus Master Plan Presentation | (PRESENTATION) | UTPA STAFF |
| F. | Pedestrian Plan Update | (UPDATE ITEM) | MPO STAFF |
| G. | Monthly Letting Update | (UPDATE ITEM) | TxDOT |

**TAB IV STAFF REPORT** (UPDATE / DISCUSSION / ACTION ITEM) **MPO STAFF**

A. Calendar: November & December 2013
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**

**AI-41573** **Purchasing Department 7. F.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

DISTRICT CLERKS:
Requesting authority to enter into a 36-month lease thru State Awarded vendor contract # DIR-SSD-1674 a total of (5) various new copiers (capital) lease and maintenance agreement with Ricoh Americas Corporation,

One Ricoh MPC5503 in the amount of $417.94 monthly (requisition # 245356)
One Ricoh MP6002SP in the amount of $522.92 monthly (requisition # 246548)
One Ricoh MP5002SP in the amount of $237.98 monthly (requisition # 246560)
Two Ricoh MP5002SP in the amount of $213.67 monthly (requisition # 246551 & 246549)

All monthly lease payment including maintenance plan starting upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-090-001-0-780
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

FISCAL YEAR: 2013 ACCT. #: 3-110-0412-00-090-001-0-432
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-090-001-0-601
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 11/7/13.

Attachments

246548 PAPERWORK
246551 PAPERWORK
245356 PAPERWORK

246549 LIT
246560 LIT

# Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 11/06/2013 09:48 AM |
| Budget & Management | Obdett Calzada | 11/06/2013 02:12 PM |
| Glinda Pacheco | Glinda Pacheco | 11/07/2013 01:45 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Lisa Vela Started On: 10/31/2013 02:06 PM

Final Approval Date: 11/08/2013

# Requisition

Req # 00246548

PO #

Date: 10/31/13

**Bill To:** x
x

**Vendor :** 211567

GE CAPITAL INFORMATION TECHNOLOGY SO
RICOH AMERICAS CORPORATION
**P.O. BOX 650073**
DALLAS TX 75265

**Ship To:** DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

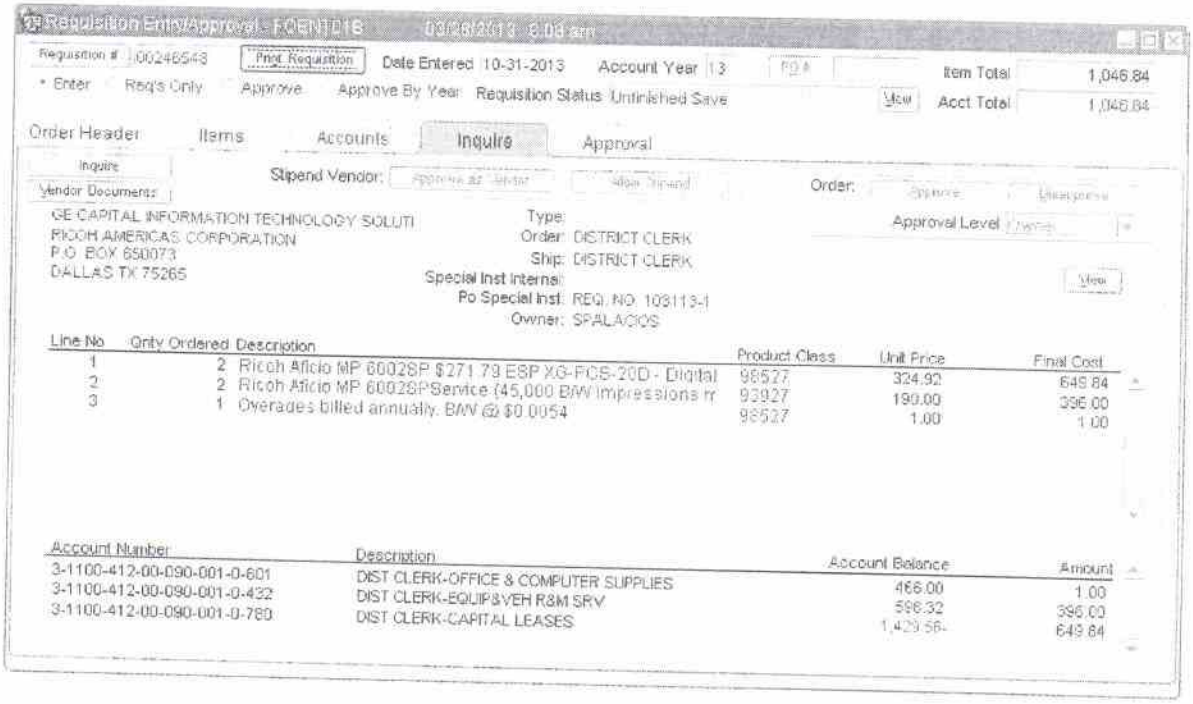
**Contact:** **STEPHANIE**
**956-318-2200**

**Contract No:**

**Special Instructions:**
REQ. NO: 103113-1

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR 36 MONTH LEASE<br>P.O. TO COVER NOVEMBER 2013 - DECEMBER 2013<br>DO NOT DUPLICATE ORDER | | |
| 2.00 | EACH | Ricoh Aficio MP 6002SP $271.79<br>ESP XG-PCS-20D - Digital Network Powerfilter $3.90<br>Network Print/Scan Connection (Seg. 4) $7.63<br>Finisher SR4060 $34.83<br>Punch Unit Type 3260 $6.77 | 324.92 | 649.84 |
| 2.00 | EACH | Ricoh Aficio MP 6002SP<br>Service (45,000 B/W impressions monthly @ $0.0044) $198.00 | 198.00 | 396.00 |
| 1.00 | EACH | Overages billed annually. B/W @ $0.0054 | 1.00 | 1.00 |
| | | Account No | Encumbrance | |
| | | 3-1100-412-00-090-001-0-432 | 396.00 | |
| | | 3-1100-412-00-090-001-0-601 | 1.00 | |
| | | 3-1100-412-00-090-001-0-780 | 649.84 | |
| | | | Freight | .00 |
| | | Location: District Clerks Main Office - Front Black & White | Total | 1,046.84 |
| | | **NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674<br><br>Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)<br><br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____



Requisition Entry/Approval - FCENTD1B 03/26/2013 6:08 am

Requisition # 00246548 | Print Requisition | Date Entered 10-31-2013 | Account Year 13 | PO # | Item Total 1,046.84

* Enter | Req's Only | Approve | Approve By Year | Requisition Status Unfinished Save | View | Acct Total 1,046.84

Order Header | Items | Accounts | Inquire | Approval

Inquire | Vendor Documents | Stipend Vendor: | Approve all Items | View Stipend | Order: | Approve | Disapprove

GE CAPITAL INFORMATION TECHNOLOGY SOLUTI
RICOH AMERICAS CORPORATION
P.O. BOX 650073
DALLAS TX 75265

Type:
Order: DISTRICT CLERK
Ship: DISTRICT CLERK
Special Inst Internal:
Po Special Inst: REQ. NO. 103113-1
Owner: SPALACIOS

Approval Level | View

| Line No | Qnty Ordered | Description | Product Class | Unit Price | Final Cost |
|---|---|---|---|---|---|
| 1 | 2 | Ricoh Aficio MP 6002SP $271.79 ESP XG-FCS-20D - Digital | 98527 | 324.92 | 649.84 |
| 2 | 2 | Ricoh Aficio MP 6002SPService (45,000 B/W Impressions m | 93927 | 190.00 | 396.00 |
| 3 | 1 | Overages billed annually. B/W @ $0.0054 | 98527 | 1.00 | 1.00 |

| Account Number | Description | Account Balance | Amount |
|---|---|---|---|
| 3-1100-412-00-090-001-0-601 | DIST CLERK-OFFICE & COMPUTER SUPPLIES | 466.00 | 1.00 |
| 3-1100-412-00-090-001-0-432 | DIST CLERK-EQUIP&VEH R&M SRV | 596.32 | 396.00 |
| 3-1100-412-00-090-001-0-780 | DIST CLERK-CAPITAL LEASES | 1,429.56- | 649.84 |

Agenda 41513

# Ricoh MP 6002SP

*Color & Black/White Multifunctional Device*
*District Clerks Main Office – Front Black & White*

## *Key Features*

- 60-PPM monochrome
- 4,300-sheet paper capacity
- DOSS (Data Overwrite Security System) is standard - For ISO 15408 Compliance
- Scan to/Print from USB/SD Card
- Configured print and scan; providing both black & white and color scanning
- Warm-Up time of less than 30 seconds
- 3.9-second monochrome first-print speed
- ESP power filter
- Energy Star® compliant

## *DIR Contract - Investment Details for 36 Months*

| Equipment Breakdown | DIR Purchase Pricing | 36 Month Pricing |
|---|---|---|
| 1. **Ricoh Aficio MP 6002SP** | $8,911.00 | $271.79 |
| **ESP XG-PCS-20D** - Digital Network Powerfilter | $128.00 | $3.90 |
| **Network Print/Scan Connection (Seg. 4)** | $250.00 | $7.63 |
| **Finisher SR4060** | $1,142.00 | $34.83 |
| **Punch Unit Type 3260** | $222.00 | $6.77 |
| **Equipment Totals** | $10,653.00 | $324.92 |
| Service (45,000 B/W impressions monthly @ $0.0044) | | $198.00 |
| Overages billed annually. B/W @ $0.0054 | | |
| **TOTAL MONTHLY PAYMENT FOR 1 MP6002:** | | **$522.92** |

**(Please see attached DIR Pricing Sheet for further break down and verification of contracted pricing)**

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674**

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New Product &/or new EDP Code

RICOH

# Texas DIR

## Purchase / Lease / Full Maintenance

**Schedule B to**
Ricoh Master Pricing Agreement

**Contract #: DIR-SDD-1674**

DISTRICT CLERKS - FRONT BLACK AND WHITE

| Copies Prints Developments Per Minute | Ricoh Equipment and Options Prices Per Unit | Ricoh Product Code EDP | Aug-13 Suggested Retail Price | Contract Equipment Purchase Price | FMV Lease 24 Month Payments | FMV Lease 36 Month Payments | FMV Lease 48 Month Payments | FMV Lease 60 Month Payments | Service Plan Options: Base Charge | Base Frequency | B&W Allowance | B&W CPC | Color Allowance | Color CPC | Supplies Included | Delivery & Installation Hardware |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 60 | **Aficio MP 6002** | 415878 | $20,000 | $7,291 | $317.89 | $222.38 | $182.64 | $160.55 | | MTH | | 0.0044 | | | Yes | Included |
| 60 | **MP 6002SP** | 415877 | $24,500 | $8,911 | $388.52 | $271.79 | $223.22 | $196.22 | | MTH | | 0.0044 | | | Yes | Included |
| 75 | **Aficio MP 7502** | 415876 | $26,500 | $8,041 | $350.59 | $245.25 | $201.43 | $177.06 | | MTH | | 0.0044 | | | Yes | Included |
| 75 | **Aficio MP 7502SP** | 415879 | $31,000 | $9,391 | $409.45 | $286.43 | $235.24 | $206.79 | | MTH | | 0.0044 | | | Yes | Included |
| 90 | **Aficio MP 9002** | 415880 | $34,500 | $9,406 | $410.10 | $286.88 | $235.62 | $207.12 | | MTH | | 0.0045 | | | Yes | Included |
| 90 | **Aficio MP 9002SP** | 415881 | $39,000 | $10,348 | $451.17 | $315.61 | $259.22 | $227.86 | | MTH | | 0.0045 | | | Yes | Included |
| | ESP X6-PCS-20D | 008429MIU | 350 | 128 | 5.58 | 3.90 | 3.21 | 2.82 | | | | | | | | |
| | 20 amp power filter | 007138MIU | 288 | 134 | 5.84 | 4.09 | 3.36 | 2.95 | | | | | | | | |
| | Network Print/Scan Connection (Seg. 4) | PS-NWSC4 | 425 | 250 | 10.90 | 7.63 | 6.26 | 5.51 | | | | | | | | |
| | Network Print/Scan Connection (Seg. 5) | PS-NWSC5 | 500 | 250 | 10.90 | 7.63 | 6.26 | 5.51 | | | | | | | | |
| | LCIT RT4010 | 415894 | 2,800 | 860 | 37.50 | 26.23 | 21.54 | 18.94 | | | | | | | | |
| | Finisher SR4060** | 415901 | 3,775 | 1,142 | 49.79 | 34.83 | 28.61 | 25.15 | | | | | | | | |
| | Booklet Finisher SR4070** | 415902 | 6,998 | 1,733 | 75.56 | 52.86 | 43.41 | 38.16 | | | | | | | | |
| | Finisher SR4080 | 415900 | 8,998 | 2,137 | 93.17 | 65.18 | 53.53 | 47.06 | | | | | | | | |
| | Punch Unit Type 3260 | 412209 | 995 | 222 | 9.68 | 6.77 | 5.56 | 4.89 | | | | | | | | |
| | Type 1075 Hole Punch | 415782 | 1,220 | 396 | 17.27 | 12.08 | 9.92 | 8.72 | | | | | | | | |
| | Cover Interposer Tray CI4000 | 415906 | 1,470 | 463 | 20.19 | 14.12 | 11.60 | 10.20 | | | | | | | | |
| | Copy Tray Type 9002 | 416229 | 200 | 74 | 3.23 | 2.26 | 1.85 | 1.63 | | | | | | | | |
| | 8 1/2"x14" PAPER SIZE TRAY Type 9002 | 416232 | 1,090 | 429 | 18.70 | 13.08 | 10.75 | 9.45 | | | | | | | | |
| | [Tab Sheet Holder Type 9002 (limited availability) | 416230 | 58 | 22 | 0.96 | 0.67 | 0.55 | 0.48 | | | | | | | | |
| | 11" x 17" Tray Unit Type 9001 | 415017 | 1,542 | 614 | 26.77 | 18.73 | 15.38 | 13.52 | | | | | | | | |
| | Card Rdr Bracket Type 1075 | 411203 | 154 | 63 | 2.75 | 1.92 | 1.58 | 1.39 | | | | | | | | |
| | Output Jogger Unit Type 9002A | 415803 | 370 | 189 | 8.24 | 5.76 | 4.73 | 4.16 | | | | | | | | |
| | Output Jogger Unit Type 9002B | 416231 | 370 | 189 | 8.24 | 5.76 | 4.73 | 4.16 | | | | | | | | |
| | [Copy Connector Type 3260 (limited availability) | 412415 | 1,350 | 751 | 32.74 | 22.91 | 18.81 | 16.54 | | | | | | | | |
| | Multi-Folding Unit FD4000 | 415908 | 11,510 | 4,324 | 188.53 | 131.88 | 108.32 | 95.21 | | | | | | | | |
| | VM Card Type U | 416163 | 160 | 71 | 3.10 | 2.17 | 1.78 | 1.56 | | | | | | | | |
| | Booklet Maker BK5010e | 494305 | 10,150 | 8,362 | 364.58 | 255.04 | 209.47 | 184.13 | | | | | | | | |
| | CF5010 Cover Feeder | 413102 | 3,100 | 1,983 | 86.46 | 60.48 | 49.67 | 43.67 | | | | | | | | |
| | Trimmer TR5010e | 404299 | 8,300 | 6,064 | 264.39 | 184.95 | 151.90 | 133.53 | | | | | | | | |
| | Book Folder BF5010e | 404300 | 6,300 | 5,990 | 261.16 | 182.70 | 150.05 | 131.90 | | | | | | | | |
| | HBK5010 Rail Unit | 413105 | 570 | 235 | 10.25 | 7.17 | 5.89 | 5.17 | | | | | | | | |
| | ST5010e Two Side Trim Option | 100277FNG | 40,500 | 32,899 | 1,434.40 | 1,003.42 | 824.12 | 724.44 | | | | | | | | |
| | Trim Waste Kit Type BF5010e | 100285FNG | 2,100 | 1,641 | 71.55 | 50.05 | 41.11 | 36.13 | | | | | | | | |
| | GBC StreamPunch Pro | 404412 | 9,495 | 5,540 | 241.54 | 168.97 | 138.78 | 121.99 | | | | | | | | |
| | GBC Die Set 3 Hole (Ring Binder) | 001450MIU | 459 | 351 | 15.30 | 10.71 | 8.79 | 7.73 | | | | | | | | |
| | GBC Pro 3 Hole HD Die Set | 404415 | 995 | 711 | 31.00 | 21.69 | 17.81 | 15.66 | | | | | | | | |
| | GBC Die Set 11 Hole (Velobind) | 001451MIU | 595 | 416 | 18.14 | 12.69 | 10.42 | 9.16 | | | | | | | | |
| | GBC Die Set 19 Hole (Carlos) | 001452MIU | 595 | 416 | 18.14 | 12.69 | 10.42 | 9.16 | | | | | | | | |
| | GBC Pro 19 Hole HD Die Set | 404416 | 1,995 | 1,428 | 62.26 | 43.55 | 35.77 | 31.44 | | | | | | | | |
| | GBC Die Set 21 Hole (Twin Loop Wire 2:1) | 001453MIU | 595 | 416 | 18.14 | 12.69 | 10.42 | 9.16 | | | | | | | | |
| | GBC Die Set 32 Hole (Twin Loop Wire 3:1) | 001454MIU | 595 | 416 | 18.14 | 12.69 | 10.42 | 9.16 | | | | | | | | |
| | GBC Die Set 44 Hole (Color Coil) | 001455MIU | 595 | 416 | 18.14 | 12.69 | 10.42 | 9.16 | | | | | | | | |
| | GBC Pro 44 Hole HD Die Set | 404417 | 1,795 | 1,266 | 55.20 | 38.61 | 31.71 | 27.88 | | | | | | | | |
| | GBC 32 Hole Pro Click Die Set | 002489MIU | 595 | 416 | 18.14 | 12.69 | 10.42 | 9.16 | | | | | | | | |
| | External USB Keyboard(No bracket) | 100266FNG | 95 | 46 | 1.74 | 1.22 | 1.00 | 0.88 | | | | | | | | |
| | FM 8004 Keyboard Bracket Only | 007111MIU | 199 | 57 | 2.49 | 1.74 | 1.43 | 1.26 | | | | | | | | |
| | [ADF Handle Type C (limited availability) | 416213 | 200 | 76 | 3.31 | 2.32 | 1.90 | 1.67 | | | | | | | | |
| | Type MP 9002 RHD | 007306MIU | 1,595 | 721 | 31.44 | 21.99 | 18.06 | 15.88 | | | | | | | | |
| | Type MP 9002 A/B/HD | 007107MIU | 499 | 479 | 20.88 | 14.61 | 12.00 | 10.55 | | | | | | | | |
| ***Fax Accessories*** | | | | | | | | | | | | | | | | |
| | Fax Option Type 9002** | 415912 | 1,430 | 314 | 13.69 | 9.58 | 7.87 | 6.91 | | | | | | | | |
| | G3 Interface Unit Type 9002 | 415917 | 990 | 193 | 8.41 | 5.89 | 4.83 | 4.25 | | | | | | | | |
| | 32MB Memory 400dpi/SAF | 001342MIU | 295 | 37 | 1.61 | 1.13 | 0.93 | 0.81 | | | | | | | | |
| | Fax Connection Unit Type E | 415926 | 250 | 109 | 4.75 | 3.32 | 2.73 | 2.40 | | | | | | | | |
| ***Print / Scan Option Accessories*** | | | | | | | | | | | | | | | | |
| | Printer/Scanner Unit Type 9002 | 415919 | 4,500 | 1,397 | 60.91 | 42.61 | 34.99 | 30.76 | | | | | | | | |
| | PostScript3 Unit Type 9002 | 415923 | 2,750 | 1,086 | 47.35 | 33.12 | 27.20 | 23.91 | | | | | | | | |
| | Copy Data Security Unit Type F | 413985 | 975 | 216 | 9.42 | 6.59 | 5.41 | 4.76 | | | | | | | | |
| | Data Overwrite Security Unit Type H | 416373 | 500 | 197 | 8.59 | 6.01 | 4.93 | 4.34 | | | | | | | | |
| | Optional Counter Interface Unit Type A | 413012 | 81 | 29 | 1.26 | 0.88 | 0.73 | 0.64 | | | | | | | | |
| | MAIL BOX CS4000 | 415897 | 3,570 | 1,080 | 47.09 | 32.94 | 27.05 | 23.78 | | | | | | | | |
| | IEEE 1284 Interface Type A | 411699 | 134 | 47 | 2.05 | 1.43 | 1.18 | 1.03 | | | | | | | | |
| | IEEE802.11a/g Wireless Type J | 414008 | 770 | 302 | 13.17 | 9.21 | 7.57 | 6.65 | | | | | | | | |
| | [Bluetooth Interface Unit Type D (limited availability) | 415818 | 650 | 224 | 9.77 | 6.83 | 5.61 | 4.93 | | | | | | | | |
| | Gigabit Ethernet Type B | 414204 | 625 | 246 | 10.73 | 7.50 | 6.16 | 5.42 | | | | | | | | |
| | File Format Converter Type E | 414007 | 811 | 203 | 8.85 | 6.19 | 5.09 | 4.47 | | | | | | | | |
| | SD card for NetWare printing Type L | 416236 | 232 | 74 | 3.23 | 2.26 | 1.85 | 1.63 | | | | | | | | |
| | Browser Unit Type J | 416233 | 190 | 63 | 2.75 | 1.92 | 1.58 | 1.39 | | | | | | | | |
| | IPDS Unit Type 9002 | 415925 | 1,449 | 902 | 39.33 | 27.51 | 22.60 | 19.86 | | | | | | | | |
| | Toner Return | EQ-RETURN-SEG2PLUS | 250 | - | | | | | | | | | | | | |

GRAND TOTAL $10,653.00 GRAND TOTAL $324.92

45,000 B/W images @ $0.0044 — Total Monthly Payment $198.00 — $522.92

www.ricoh-usa.com

**Please direct any questions on this proposal to:**

**Aissa Garcia – Account Executive**
**Mobile: (956) 607-6465**
**Fax: (956) 687-2012**
**Email: Aissa.Garcia@ricoh-usa.com**



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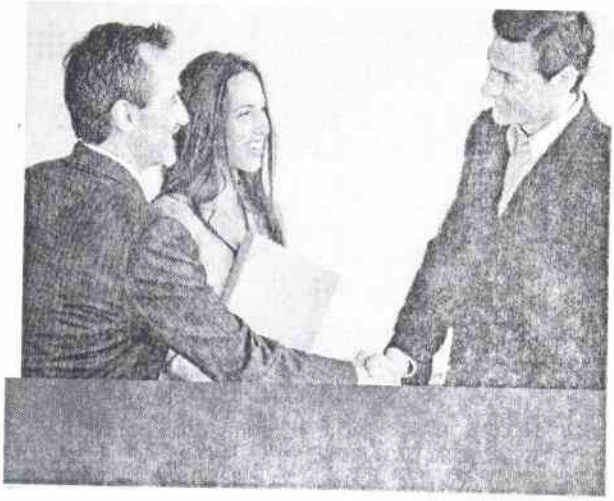
# Proposal for Document Copying & Printing Solutions



## Hidalgo County District Clerk

PREPARED BY:

**Aissa Garcia – Account Executive**
**Mobile: (956) 607-6465**
**Fax: (956) 687-2012**
**Email: Aissa.Garcia@ricoh-usa.com**


*Proposal Submitted: October 21, 2013*

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# Financial Considerations

## *DIR State Contract Pricing*

| Equipment Breakdown | DIR Purchase Price | DIR 36 Mo. Pricing |
|---|---|---|
| 1. **District Clerks Main Office – Front Color**<br>Ricoh Aficio MPC5503 – 10,000 B/W and 2,500 Color monthly | $7,875.00 | $417.94 |
| 2. **District Clerks Main Office – Jury**<br>Ricoh Aficio MP5002SP – 10,000 B/W monthly | $4,907.00 | $213.67 |
| 3. **District Clerks Main Office – Central Office**<br>Ricoh Aficio MP5002SP– 10,000 B/W monthly | $4,907.00 | $213.67 |
| 4. **District Clerks Main Office – Judicial Annex**<br>Ricoh Aficio MP5002SP – 10,000 B/W monthly | $5,704.00 | $237.98 |
| 5. **District Clerks Main Office – Front Black & White**<br>Ricoh Aficio MP6002SP – 45,000 B/W monthly | $10,653.00 | $522.92 |
| **GRAND TOTALS** | **$34,046.00** | **$1,606.18** |

***Contract Includes:*** *85,000 B/W and 2,500 Color impressions monthly - Overages billed annually.*
*Annual allowance = 1,020,000 B/W and 30,000 Color impressions each year.*
*All B/W overages will be billed at a blended rate of $0.0054 and color at $0.0431*

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR State Contract -** DIR-SDD-1674

Dept. of Information Resources

# TECHNOLOGY IN TEXAS

Leadership, Solutions, Savings for Government and Education

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## Cooperative Contracts

Increase Your Technology Buying Power today.

*See **TEX-AN statewide communications solutions** for wireless, voice, and data services and the Capitol Complex Telephone System (CCTS) or visit the **Telecom Services Catalog***

### Contracts

**Search By = Contract Number, Search Criteria = 1674**

**Total Results = 1**

| Contract Number | Vendor Name | Hub Type |
|---|---|---|
| DIR-SDD-1674 | Ricoh USA, Inc. | Non HUB |

Select our contract

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Statewide Search
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Austin, TX 78701 MAP
(512) 475-4700



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# Cooperative Contracts

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< Return to search results  < Return to Main Search

## Ricoh USA, Inc.

**URL** Vendor Website
**Vendor ID** 12303344001
**HUB Type** Non HUB

**DIR Contract Number** DIR-SDD-1674
**Contract Term End Date** 6/9/2014
**Contract Exp Date** 6/9/2015

**Ricoh USA, Inc.**
**Contact** Liz Cobb
**Phone** (913) 223-5554
**Fax** (913) 273-1567

**DIR**
**Contact** John Besser
**Phone** (512) 936-5432
**Fax** (512) 475-4759

## How to Order

1. For product and pricing information, visit the Ricoh USA, Inc. website or contact Liz Cobb at (913) 223-5554. Reseller Vendors are also available through this Contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order, made payable to Ricoh USA, Inc. or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-SDD-1674** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor or reseller sales representative.

## Contract Overview

**DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.**

Get Adobe Reader

**Contract: DIR-SDD-1674**

**Standard Terms and Conditions PDF - 426 KB**
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

**HUB Subcontracting Plan (HSP) PDF - 321 KB | Updated 06/15/2011**
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

**Pricing PDF - 155 KB | Updated 04/20/2012**
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

**Electronic and Information Resources (EIR) Accessibility**
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

OK, take me to the website >

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< No thanks, return to search

### Available Brands

Fujitsu
Ricoh

### Available Products & Services

Lease Agreement - Printers Copiers Scanners - MFP
Maintenance - Printers Copiers Scanners - MFP
Managed Document Output
Multifunction
Printers
Printers Copiers Scanners - MFP - Peripherals

### Additional Contract Information

Appendix D1, Ricoh Services Agreement (340 KB)
Appendix D2, IKON Service Agreement (316 KB)
Appendix D3, IKON Maintenance and Sales Agreement (95 KB)
Appendix D4, Statement of Work (847 KB)
Appendix D5, Software Sale Agreement (95 KB)

## Reseller Vendor Contacts

| Vendor Name | Vendor ID | HUB Type | Contact Name | Phone/Fax | Address |
|---|---|---|---|---|---|
| 3N1 Office Products, Inc. | 1751943504800 | Non HUB | Joel Campisi | Phone: 501-312-0050 | Texarkana, TX |
| Abilene Business Equipment | 1751237049900 | Non HUB | Danny Daniels | Phone: 325-677-4327 | Abilene, TX |
| Advanced Office Systems | 1752763536500 | Woman Owned | Charles Broussard | Phone: 817-695-1700<br>Fax: (817) 652-3132 | Arlington, TX |
| Allen Young Office Equipment | 1752854909400 | Non HUB | Michael Young | | San Angelo, TX |

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Preferred Vendor Program

- Texas DIR Home
- Overview
- Contract Information
- Ricoh Products
- Managed Document Services
- Environment

**Order Instructions**

- Ordering Instructions

**Contract Pricing**

- Hardware Catalog
- Ricoh Master Schedule
- Software Offering
- MDS Pricing
- Fujitsu Scanners
- Pricing Index

**Warranty Information**

- Purchase Warranty
- Printer Warranty

# State of Texas - Department of Information Resources

## Introduction

Through our relationship with Texas DIR, Ricoh is uniquely positioned to help your organization take full advantage of the latest digital technology and process improvement software. Ricoh's comprehensive portfolio and commitment to innovation, security, sustainability and comprehensive solutions can help address your document management needs.

Click here to verify pricelist

This site is designed to provide you with information on Ricoh's products and services available to you under the **DIR-SDD-1674** which has been competitively solicited.

For more information on how to utilize this contract, please contact the appropriate Account Manager or your local Ricoh Family (Ricoh, Savin, Lanier) sales representative.

**Liz Cobb**
**Area Manager - State and Local Government**
**Ricoh Americas Corporation**
phone: 913-223-5554
Email: liz.cobb@ricoh-usa.com

**Visit Texas DIR site**

**Contracts Program**

- DIR Cooperative Contracts Program

**Contact Us**

- Account Managers
- Dealer and Direct Locations

**About Ricoh**

Page Top



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# 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) |
| 11/5/2013 | 90 | District Clk-main | 245356 | MPC55003 | 11/5/2013 | C5503 | $417.94 | N | N | 36 | 36 | $15,045.84 | $15,045.84 | Capital Lease |
| 11/5/2013 | 90 | District Clk-main | 246548 | MP6002SP | 11/5/2013 | 6002SP | $522.92 | N | N | 36 | 36 | $18,825.12 | $18,825.12 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Central | 246549 | MP5002Sp | 11/5/2013 | 5002SP | $237.98 | N | N | 36 | 36 | $8,567.28 | $8,567.28 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Jury | 246551 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Judicial | 246560 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |

# Requisition

Req # 00246551

PO #

Date: 10/31/13

**Bill To:** x
x

**Vendor :** 211567

GE CAPITAL INFORMATION TECHNOLOGY SO
RICOH AMERICAS CORPORATION
**P.O. BOX 650073**
DALLAS TX 75265

**Ship To:** DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

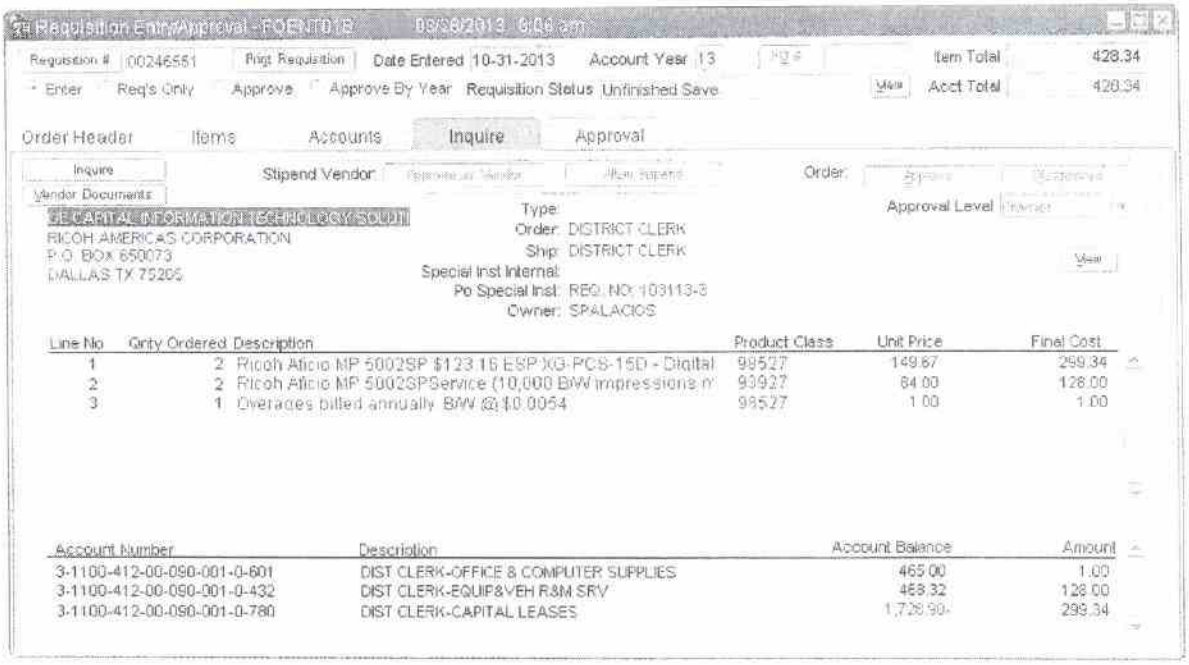
**Contact:** **STEPHANIE**
956-318-2200

**Contract No:**

**Special Instructions:**
REQ. NO: 103113-3

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR 36 MONTH LEASE<br>P.O. TO COVER NOVEMBER 2013 - DECEMBER 2013<br>DO NOT DUPLICATE ORDER | | |
| 2.00 | EACH | Ricoh Aficio MP 5002SP $123.16<br>ESP XG-PCS-15D - Digital Network Powerfilter $4.58<br>Network Print/Scan Connection (Seg. 3) $7.63<br>Paper Feed Unit PB3130 (2 x 550 sheets) $14.30 | 149.67 | 299.34 |
| 2.00 | EACH | Ricoh Aficio MP 5002SP<br>Service (10,000 B/W impressions monthly @ $0.0064) | 64.00 | 128.00 |
| 1.00 | EACH | Overages billed annually. B/W @ $0.0064 | 1.00 | 1.00 |
| | | Account No | Encumbrance | |
| | | 3-1100-412-00-090-001-0-432 | 128.00 | |
| | | 3-1100-412-00-090-001-0-601 | 1.00 | |
| | | 3-1100-412-00-090-001-0-780 | 299.34 | |
| | | | Freight | .00 |
| | | Location: District Clerks Main Office - Jury | Total | 428.34 |
| | | **NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674 | | |
| | | Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor) | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____



Requisition Entry/Approval - FOENJT01B 09/30/2013 8:09 am

Requisition # 00246551 | Print Requisition | Date Entered 10-31-2013 | Account Year 13 | Item Total 428.34

Enter | Req's Only | Approve | Approve By Year | Requisition Status Unfinished Save | Acct Total 428.34

Order Header | Items | Accounts | Inquire | Approval

Inquire | Vendor Documents | Stipend Vendor | Order:

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RICOH AMERICAS CORPORATION
P.O. BOX 650073
DALLAS TX 75265

Type:
Order: DISTRICT CLERK
Ship: DISTRICT CLERK
Special Inst Internal:
Po Special Inst: REQ. NO: 103113-8
Owner: SPALACIOS

Approval Level

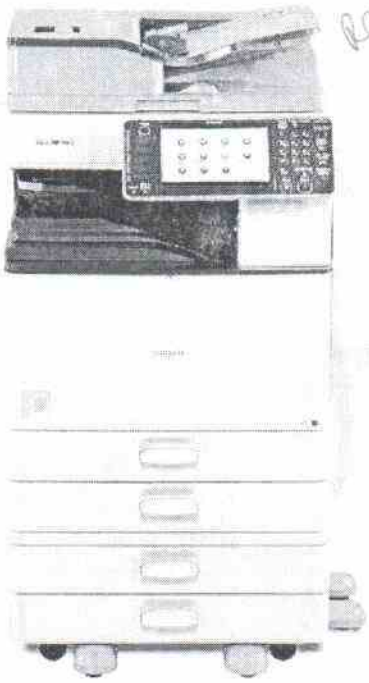
| Line No | Qnty Ordered | Description | Product Class | Unit Price | Final Cost |
|---|---|---|---|---|---|
| 1 | 2 | Ricoh Aficio MP 5002SP $123.16 ESP XG-PCS-15D - Digital | 99527 | 149.67 | 299.34 |
| 2 | 2 | Ricoh Aficio MP 5002SPService (10,000 B/W impressions m | 99927 | 64.00 | 128.00 |
| 3 | 1 | Overages billed annually B/W @ $0.0054 | 99527 | 1.00 | 1.00 |

| Account Number | Description | Account Balance | Amount |
|---|---|---|---|
| 3-1100-412-00-090-001-0-601 | DIST CLERK-OFFICE & COMPUTER SUPPLIES | 465.00 | 1.00 |
| 3-1100-412-00-090-001-0-432 | DIST CLERK-EQUIP&VEH R&M SRV | 468.32 | 128.00 |
| 3-1100-412-00-090-001-0-780 | DIST CLERK-CAPITAL LEASES | 1,728.90- | 299.34 |

Agenda 41513

# Ricoh MP 5002SP

*Color & Black/White Multifunctional Device*
*District Clerks Main Office – Central Office*



## *Key Features*

- 50-PPM monochrome
- 2,300-sheet paper capacity
- DOSS (Data Overwrite Security System) is standard - For ISO 15408 Compliance
- Scan to/Print from USB/SD Card
- Configured print and scan; providing both black & white and color scanning
- 4.1-second monochrome first-print speed
- ESP power filter
- Energy Star® compliant

### *DIR Contract - Investment Details for 36 Months*

| Equipment Breakdown | DIR Purchase Pricing | 36 Month Pricing |
|---|---|---|
| 1. Ricoh Aficio MP 5002SP | $4,038.00 | $123.16 |
| ESP XG-PCS-15D - Digital Network Powerfilter | $150.00 | $4.58 |
| Network Print/Scan Connection (Seg. 3) | $250.00 | $7.63 |
| Paper Feed Unit PB3130 (2 x 550 sheets) | $469.00 | $14.30 |
| Equipment Totals | $4,907.00 | $149.67 |
| Service (10,000 B/W impressions monthly @ $0.0064) | | $64.00 |
| Overages billed annually. B/W @ $0.0054 | | |
| **TOTAL MONTHLY PAYMENT FOR 1 MP5002:** | | **$213.67** |

**(Please see attached DIR Pricing Sheet for further break down and verification of contracted pricing)**

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674**

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New Product &/or New EDP Code

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# Texas DIR

## Purchase / Lease / Full Maintenance

**Schedule B to**
Ricoh Master Pricing Agreement

**Contract #: DIR-SDD-1674**

DISTRICT CLERKS - JURY

| Copies Prints Developments Per Minute | Ricoh Equipment and Options Prices Per Unit | Ricoh Product Code EDP | Aug-13 Suggested Retail Price | Contract Equipment Purchase Price | FMV Lease 24 Month Payments | FMV Lease 36 Month Payments | FMV Lease 48 Month Payments | FMV Lease 60 Month Payments | Service Plan Options: Base Charge | Base Frequency | B&W Allowance | B&W CPC | Color Allowance | Color CPC | Supplies Included | Delivery & Installation Hardware |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 40 | **Ricoh MP 4002**** | 415955 | $3,566 | **$3,210** | **$139.96** | **$97.91** | **$80.41** | **$70.68** | | MTH | | 0.0049 | | | Yes | Included |
| 40 | **Ricoh MP 4002SP**** | 415956 | $11,550 | **$3,784** | **$164.98** | **$115.41** | **$94.79** | **$83.32** | | MTH | | 0.0069 | | | Yes | Included |
| 50 | **Ricoh MP 5002**** | 415957 | $12,998 | **$3,697** | **$161.19** | **$112.76** | **$92.61** | **$81.41** | | MTH | | 0.0064 | | | Yes | Included |
| 50 | **Ricoh MP 5002SP**** | 415958 | $14,175 | **$4,038** | **$176.06** | **$123.16** | **$101.15** | **$88.92** | | MTH | | 0.0064 | | | Yes | Included |
| | ESP XG-PCS-15D | 006428MIU | 348 | 150 | 6.54 | 4.58 | 3.76 | 3.30 | | | | | | | | |
| | Network Print/Scan Connection (Seg. 3) | PS-NWSC3 | 350 | 250 | 10.90 | 7.63 | 6.26 | 5.51 | | | | | | | | |
| | Network Print/Scan Connection (Seg. 4) | PS-NWSC4 | 425 | 250 | 10.90 | 7.63 | 6.26 | 5.51 | | | | | | | | |
| | FAC56 Cabinet | 416407 | 290 | 108 | 4.71 | 3.29 | 2.71 | 2.38 | | | | | | | | |
| | Paper Feed Unit PB3130 (2 x 550 Sheets)** | 415793 | 1,650 | 469 | 20.45 | 14.30 | 11.75 | 10.33 | | | | | | | | |
| | LCIT PB3140** | 415795 | 1,960 | 510 | 22.24 | 15.56 | 12.78 | 11.23 | | | | | | | | |
| | LCIT RT3020 | 415984 | 1,910 | 511 | 22.28 | 15.59 | 12.80 | 11.25 | | | | | | | | |
| | Bridge Unit BU3080** | 415988 | 320 | 82 | 3.58 | 2.50 | 2.05 | 1.81 | | | | | | | | |
| | 1-Bin Tray BN3100** | 415986 | 580 | 220 | 9.58 | 6.71 | 5.51 | 4.84 | | | | | | | | |
| | [Side Tray Type C5502** (limited availability) | 415989 | 640 | 528 | 23.02 | 16.10 | 13.23 | 11.63 | | | | | | | | |
| | Internal Shift Tray SH3060** | 415987 | 450 | 162 | 7.06 | 4.94 | 4.06 | 3.57 | | | | | | | | |
| | Booklet Finisher SR3110** | 416867 | 5,119 | 1,587 | 69.19 | 48.40 | 39.75 | 34.95 | | | | | | | | |
| | SR3090 1,000-Sheet Finisher** | 415804 | 1,930 | 715 | 31.17 | 21.81 | 17.91 | 15.74 | | | | | | | | |
| | Finisher SR3120** | 416008 | 3,990 | 1,201 | 52.36 | 36.63 | 30.09 | 26.45 | | | | | | | | |
| | Punch Unit PU3030 NA** | 430719 | 960 | 222 | 9.68 | 6.77 | 5.56 | 4.89 | | | | | | | | |
| | [Hard Disk Drive Option Type 5002 (limited availability) | 416155 | 490 | 190 | 8.28 | 5.80 | 4.76 | 4.18 | | | | | | | | |
| | Type MP 5002 RHD | 807100MIU | 1,500 | 738 | 32.18 | 22.51 | 18.49 | 16.25 | | | | | | | | |
| | Type MP 5002 ARHD | 807101MIU | 830 | 490 | 21.36 | 14.95 | 12.27 | 10.79 | | | | | | | | |
| | ***Fax Accessories*** | | | | | | | | | | | | | | | |
| | Fax Option Type 5002** | 416156 | 1,490 | 543 | 23.67 | 16.56 | 13.60 | 11.96 | | | | | | | | |
| | G3 Interface Unit Type 5002 | 416161 | 890 | 351 | 15.30 | 10.71 | 8.79 | 7.73 | | | | | | | | |
| | [Handset Type C5502** (limited availability) | 416324 | 900 | 34 | 1.48 | 1.04 | 0.85 | 0.75 | | | | | | | | |
| | 32MB Memory 400dpi/SAF | 001342MIU | 205 | 37 | 1.61 | 1.13 | 0.93 | 0.81 | | | | | | | | |
| | Fax Connection Unit Type A | 416207 | 290 | 110 | 4.80 | 3.36 | 2.76 | 2.42 | | | | | | | | |
| | ***Print / Scan Option Accessories*** | | | | | | | | | | | | | | | |
| | HotSpot MFP Type I | 416808 | 809 | 432 | 18.84 | 13.18 | 10.82 | 9.51 | | | | | | | | |
| | HotSpot MFP Type F | 416802 | 809 | 432 | 18.84 | 13.18 | 10.82 | 9.51 | | | | | | | | |
| | Printer/Scanner Unit Type 5002 | 416140 | 1,450 | 571 | 24.90 | 17.42 | 14.30 | 12.57 | | | | | | | | |
| | PostScript3 Unit Type 5002 | 416149 | 1,190 | 260 | 11.34 | 7.93 | 6.51 | 5.73 | | | | | | | | |
| | IEEE802.11a/g Wireless Type J | 414068 | 775 | 302 | 13.17 | 9.21 | 7.57 | 6.65 | | | | | | | | |
| | Gigabit Ethernet Board Type A | 402547 | 959 | 300 | 13.08 | 9.15 | 7.52 | 6.61 | | | | | | | | |
| | IEEE 1284 Interface Type A | 411699 | 134 | 47 | 2.05 | 1.43 | 1.18 | 1.03 | | | | | | | | |
| | [Bluetooth Interface Unit Type D (limited availability) | 415818 | 630 | 224 | 9.77 | 6.83 | 5.61 | 4.93 | | | | | | | | |
| | SD card for NetWare Printing Type K | 416210 | 260 | 75 | 3.27 | 2.29 | 1.88 | 1.65 | | | | | | | | |
| | Browser Unit Type I | 416204 | 170 | 63 | 2.75 | 1.92 | 1.58 | 1.39 | | | | | | | | |
| | IPDS Unit Type 5002 | 416152 | 1,090 | 668 | 29.12 | 20.37 | 16.73 | 14.71 | | | | | | | | |
| | ***Security & Misc. Accessories*** | | | | | | | | | | | | | | | |
| | File Format Converter Type E | 414007 | 317 | 203 | 8.85 | 6.19 | 5.09 | 4.47 | | | | | | | | |
| | Copy Data Security Unit Type G | 416391 | 960 | 216 | 9.42 | 6.59 | 5.41 | 4.76 | | | | | | | | |
| | VM Card Type U | 416163 | 190 | 71 | 3.10 | 2.17 | 1.78 | 1.56 | | | | | | | | |
| | Optional Counter Interface Unit Type A | 413012 | 61 | 29 | 1.26 | 0.88 | 0.73 | 0.64 | | | | | | | | |
| | Key Counter Bracket Type H | 412552 | 131 | 51 | 2.22 | 1.56 | 1.28 | 1.12 | | | | | | | | |
| | Card Reader Bracket Type 3352 | 415814 | 160 | 60 | 2.62 | 1.83 | 1.50 | 1.32 | | | | | | | | |
| | Data Overwrite Security Unit Type I | 416372 | 530 | 202 | 8.81 | 6.18 | 5.06 | 4.45 | | | | | | | | |
| | Platen Cover Type 3352** | 415809 | 140 | 53 | 2.31 | 1.62 | 1.33 | 1.17 | | | | | | | | |
| | [ADF Handle Type C (limited availability) | 416213 | 200 | 76 | 3.31 | 2.32 | 1.90 | 1.67 | | | | | | | | |
| | ESP XG-PCS-15D | 006428MIU | 348 | 150 | 6.54 | 4.58 | 3.76 | 3.30 | | | | | | | | |
| | VZ G106030 Keyboard Bracket Long (Bracket Only) | 100268FNG | 139 | 160 | 6.98 | 4.88 | 4.01 | 3.52 | | | | | | | | |
| | External USB Keyboard(No bracket) | 100266FNG | 70 | 40 | 1.74 | 1.22 | 1.00 | 0.88 | | | | | | | | |
| | FM 8005 Keyboard Bracket Only (MP4002/MP5002, MPC3002/MPC3502/MPC4 | 807119MIU | 149 | 66 | 2.88 | 2.01 | 1.65 | 1.45 | | | | | | | | |
| | Lease Return | EQ-RETURN-SEG2PLUS | 250 | - | | | | | | | | | | | | |
| | | | | GRAND TOTAL | $4,997.00 | GRAND TOTAL | $149.67 | | | | 10,000 B/W images @ $0.0064 | $64.00 | Total Monthly Payment | $213.67 | | |

www.ricoh-usa.com

**Please direct any questions on this proposal to:**

**Aissa Garcia – Account Executive**
**Mobile: (956) 607-6465**
**Fax: (956) 687-2012**
**Email: Aissa.Garcia@ricoh-usa.com**



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# Proposal for Document Copying & Printing Solutions

## Hidalgo County District Clerk

PREPARED BY:

**Aissa Garcia – Account Executive**

**Mobile: (956) 607-6465**

**Fax: (956) 687-2012**

**Email: Aissa.Garcia@ricoh-usa.com**


*Proposal Submitted: October 21, 2013*

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# Financial Considerations

## *DIR State Contract Pricing*

| Equipment Breakdown | DIR Purchase Price | DIR 36 Mo. Pricing |
|---|---|---|
| 1. **District Clerks Main Office – Front Color**<br>Ricoh Aficio MPC5503 – 10,000 B/W and 2,500 Color monthly | $7,875.00 | $417.94 |
| 2. **District Clerks Main Office – Jury**<br>Ricoh Aficio MP5002SP – 10,000 B/W monthly | $4,907.00 | $213.67 |
| 3. **District Clerks Main Office – Central Office**<br>Ricoh Aficio MP5002SP– 10,000 B/W monthly | $4,907.00 | $213.67 |
| 4. **District Clerks Main Office – Judicial Annex**<br>Ricoh Aficio MP5002SP – 10,000 B/W monthly | $5,704.00 | $237.98 |
| 5. **District Clerks Main Office – Front Black & White**<br>Ricoh Aficio MP6002SP – 45,000 B/W monthly | $10,653.00 | $522.92 |
| **GRAND TOTALS** | **$34,046.00** | **$1,606.18** |

***Contract Includes:*** *85,000 B/W and 2,500 Color impressions monthly - Overages billed annually.*
*Annual allowance = 1,020,000 B/W and 30,000 Color impressions each year.*
*All B/W overages will be billed at a blended rate of $0.0054 and color at $0.0431*

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR State Contract -** DIR-SDD-1674

# Cooperative Contracts

Increase Your Technology Buying Power today.

*See **TEX-AN statewide communications solutions** for wireless, voice, and data services and the Capitol Complex Telephone System (CCTS) or visit the **Telecom Services Catalog***

## Contracts

**Search By = Contract Number, Search Criteria = 1674**

**Total Results = 1**

| Contract Number | Vendor Name | Hub Type |
|---|---|---|
| DIR-SDD-1674 | Ricoh USA, Inc. | Non HUB |

Select our contract



**Dept. of Information**
300 W. 15th St. Ste. 1
Austin, TX 78701 MAP
(512) 475-4700



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# Cooperative Contracts

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< Return to search results < Return to Main Search

## Ricoh USA, Inc.

**URL** Vendor Website
**Vendor ID** 12303344001
**HUB Type** Non HUB

**DIR Contract Number** DIR-SDD-1674
**Contract Term End Date** 6/9/2014
**Contract Exp Date** 6/9/2015

**Ricoh USA, Inc.**
**Contact** Liz Cobb
**Phone** (913) 223-5554
**Fax** (913) 273-1567

**DIR**
**Contact** John Besser
**Phone** (512) 936-5432
**Fax** (512) 475-4759

## How to Order

1. For product and pricing information, visit the Ricoh USA, Inc. website or contact Liz Cobb at (913) 223-5554. Reseller Vendors are also available through this Contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order, made payable to Ricoh USA, Inc. or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-SDD-1674** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor or reseller sales representative.

## Contract Overview

**DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.**

Get Adobe Reader

**Contract: DIR-SDD-1674**

**Standard Terms and Conditions PDF - 426 KB**
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

**HUB Subcontracting Plan (HSP) PDF - 321 KB | Updated 06/15/2011**
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

**Pricing PDF - 155 KB | Updated 04/20/2012**
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

**Electronic and Information Resources (EIR) Accessibility**
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

OK, take me to the website >

Click here to find our Master Schedule Pricelist

< No thanks, return to search

### Available Brands

Fujitsu
Ricoh

### Available Products & Services

Lease Agreement - Printers Copiers Scanners - MFP
Maintenance - Printers Copiers Scanners - MFP
Managed Document Output
Multifunction
Printers
Printers Copiers Scanners - MFP - Peripherals

### Additional Contract Information

Appendix D1, Ricoh Services Agreement (340 KB)
Appendix D2, IKON Service Agreement (316 KB)
Appendix D3, IKON Maintenance and Sales Agreement (95 KB)
Appendix D4, Statement of Work (847 KB)
Appendix D5, Software Sale Agreement (95 KB)

## Reseller Vendor Contacts

| Vendor Name | Vendor ID | HUB Type | Contact Name | Phone/Fax | Address |
|---|---|---|---|---|---|
| 3N1 Office Products, Inc. | 1751943504800 | Non HUB | Joel Campisi | Phone: 501-312-0050 | Texarkana, TX |
| Abilene Business Equipment | 1751237049900 | Non HUB | Danny Daniels | Phone: 325-677-4327 | Abilene, TX |
| Advanced Office Systems | 1752763536500 | Woman Owned | Charles Broussard | Phone: 817-695-1700<br>Fax: (817) 652-3132 | Arlington, TX |
| Allen Young Office Equipment | 1752854909400 | Non HUB | Michael Young | | San Angelo, TX |

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Preferred Vendor Program

- Texas DIR Home
- Overview
- Contract Information
- Ricoh Products
- Managed Document Services
- Environment

**Order Instructions**

- Ordering Instructions

**Contract Pricing**

- Hardware Catalog
- Ricoh Master Schedule
- Software Offering
- MDS Pricing
- Fujitsu Scanners
- Pricing Indix

**Warranty Information**

- Purchase Warranty
- Printer Warranty

## State of Texas - Department of Information Resources

### Introduction

Through our relationship with Texas DIR, Ricoh is uniquely positioned to help your organization take full advantage of the latest digital technology and process improvement software. Ricoh's comprehensive portfolio and commitment to innovation, security, sustainability and comprehensive solutions can help address your document management needs.

Click here to verify pricelist

This site is designed to provide you with information on Ricoh's products and services available to you under the **DIR-SDD-1674** which has been competitively solicited.

For more information on how to utilize this contract, please contact the appropriate Account Manager or your local Ricoh Family (Ricoh, Savin, Lanier) sales representative.

**Liz Cobb**
**Area Manager - State and Local Government**
**Ricoh Americas Corporation**
phone: 913-223-5554
Email: liz.cobb@ricoh-usa.com

**Visit Texas DIR site**

**Contracts Program**

- DIR Cooperative Contracts Program

**Contact Us**

- Account Managers
- Dealer and Direct Locations

**About Ricoh**

Page Top

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# 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) |
| 11/5/2013 | 90 | District Clk-main | 245356 | MPC55003 | 11/5/2013 | C5503 | $417.94 | N | N | 36 | 36 | $15,045.84 | $15,045.84 | Capital Lease |
| 11/5/2013 | 90 | District Clk-main | 246548 | MP6002SP | 11/5/2013 | 6002SP | $522.92 | N | N | 36 | 36 | $18,825.12 | $18,825.12 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Central | 246549 | MP5002Sp | 11/5/2013 | 5002SP | $237.98 | N | N | 36 | 36 | $8,567.28 | $8,567.28 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Jury | 246551 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Judicial | 246560 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |

# Requisition

Req # 00245356

PO #

Date: 10/11/13

**Bill To:** x
x

**Vendor :** 211567

GE CAPITAL INFORMATION TECHNOLOGY SO
RICOH AMERICAS CORPORATION
**P.O. BOX 650073**
DALLAS TX 75265

**Ship To:** DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

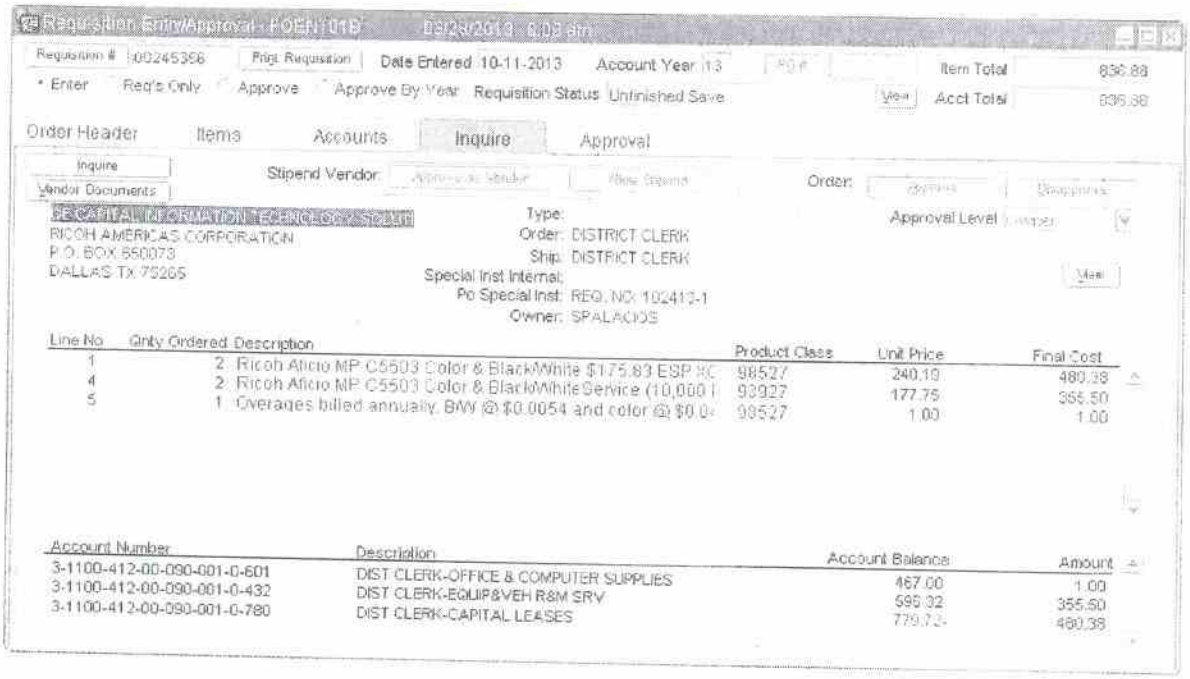
**Contact:** **STEPHANIE**
**956-318-2200**

**Contract No:**

**Special Instructions:**
REQ. NO: 102413-1

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR 36 MONTH LEASE<br>DO NOT DUPLICATE ORDER | | |
| 2.00 | MONTH | Ricoh Aficio MP C5503 Color & Black/White $175.83<br>ESP XG-PCS-15D - Digital Network Powerfilter $4.58<br>Network Print/Scan Connection (Seg. BC4) $7.63<br>Paper Feed Unit PB3150 $8.57<br>Bridge Unit BU3070 $2.50<br>Booklet Finisher SR3150 1,000-Sheet Finisher $34.31<br>Punch Unit PU3050 NA $6.77 | 240.19 | 480.38 |
| 2.00 | MONTH | Location: District Clerks Main Office - Front Color<br>Ricoh Aficio MP C5503 Color & Black/White<br>Service (10,000 B/W impressions monthly @ $0.007) $70.00<br>Service (2,500 Color impressions monthly @ $0.0431) $107.75 | 177.75 | 355.50 |
| 1.00 | EACH | Location: District Clerks Main Office - Front Color<br>Overages billed annually. B/W @ $0.0054 and color @ $0.0431 | 1.00 | 1.00 |
| | | Account No | Encumbrance | |
| | | 3-1100-412-00-090-001-0-432 | 355.50 | |
| | | 3-1100-412-00-090-001-0-601 | 1.00 | |
| | | 3-1100-412-00-090-001-0-780 | 480.38 | |
| | | | Freight | .00 |
| | | **NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674<br><br>Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)<br><br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | Total | 836.88 |

**Authorized By:** _____



Requisition Entry/Approval - POEN1018 8/12/2013 8:08 am

Requisition # 00245356 Prtg Requisition Date Entered 10-11-2013 Account Year 13 PO # Item Total 836.88

* Enter Req's Only Approve Approve By Year Requisition Status Unfinished Save View Acct Total 836.88

Order Header Items Accounts Inquire Approval

Inquire Vendor Documents Stipend Vendor Approve Vendor Print Stipend Order: Delete Disapprove

TEXCAPITAL INFORMATION TECHNOLOGY SOUTH
RICOH AMERICAS CORPORATION
P.O. BOX 650073
DALLAS TX 75265

Type:
Order: DISTRICT CLERK
Ship: DISTRICT CLERK
Special Inst Internal:
Po Special Inst: REQ. NO: 102413-1
Owner: SPALACIOS

Approval Level

View

| Line No | Qnty Ordered | Description | Product Class | Unit Price | Final Cost |
|---|---|---|---|---|---|
| 1 | 2 | Ricoh Aficio MP C5503 Color & Black/White $175.83 ESP RC | 98527 | 240.19 | 480.38 |
| 4 | 2 | Ricoh Aficio MP C5503 Color & Black/White Service (10,000 I | 93927 | 177.75 | 355.50 |
| 5 | 1 | Overages billed annually. BW @ $0.0054 and color @ $0.0 | 98527 | 1.00 | 1.00 |

| Account Number | Description | Account Balance | Amount |
|---|---|---|---|
| 3-1100-412-00-090-001-0-601 | DIST CLERK-OFFICE & COMPUTER SUPPLIES | 467.00 | 1.00 |
| 3-1100-412-00-090-001-0-432 | DIST CLERK-EQUIP&VEH R&M SRV | 595.32 | 355.50 |
| 3-1100-412-00-090-001-0-780 | DIST CLERK-CAPITAL LEASES | 779.72- | 480.38 |

Agenda 11573
11/19

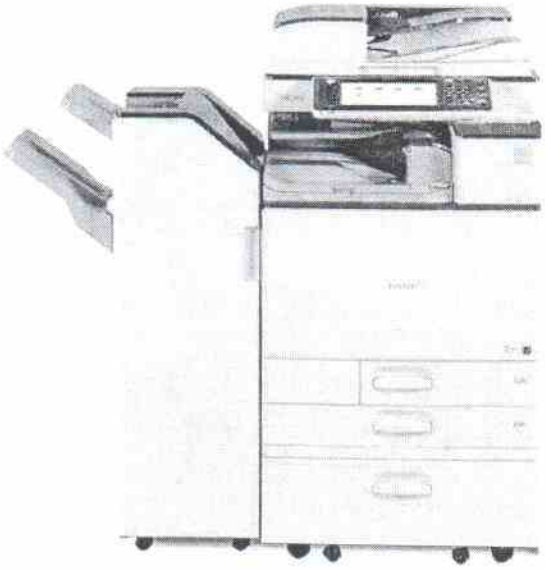
Reg 245350

# Ricoh MPC5503

***Color & Black/White Multifunctional Device***
***District Clerks Main Office – Front Color***

## *Key Features*

- 55-PPM monochrome and color
- 2,300-sheet paper capacity
- 1,000-sheet booklet finisher with hole-punch
- DOSS (Data Overwrite Security System) is standard - For ISO 15408 Compliance
- Scan to/Print from USB/SD Card
- Configured print and scan; providing both black & white and color scanning
- 5.7-second color/ 4-second monochrome first-print speed
- ESP power filter
- Energy Star® compliant



## *DIR Contract - Investment Details for 36 Months*

| Equipment Breakdown | DIR Purchase Pricing | 36 Month Pricing |
|---|---|---|
| 1. Ricoh Aficio MP C5503 | $5,765.00 | $175.83 |
| ESP XG-PCS-15D - Digital Network Powerfilter | $150.00 | $4.58 |
| Network Print/Scan Connection (Seg. BC4) | $250.00 | $7.63 |
| Paper Feed Unit PB3150 | $281.00 | $8.57 |
| Bridge Unit BU3070 | $82.00 | $2.50 |
| Booklet Finisher SR3150 1,000-Sheet Finisher | $1,125.00 | $34.31 |
| Punch Unit PU3050 NA | $222.00 | $6.77 |
| **Equipment Totals** | $7,875.00 | $240.19 |
| Service (10,000 B/W impressions monthly @ $0.007) | | $70.00 |
| Service (2,500 Color impressions monthly @ $0.0431) | | $107.75 |
| Overages billed annually. B/W @ $0.0054 and color @ $0.0431 | | |
| **TOTAL MONTHLY PAYMENT FOR 1 MPC5503:** | | **$417.94** |

**(Please see attached DIR Pricing Sheet for further break down and verification of contracted pricing)**

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674**

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New Product &/or New EDP Code

# RICOH

# Texas DIR

## Purchase / Lease / Full Maintenance

**Schedule B to**
Ricoh Master Pricing Agreement

**Contract #: DIR-SDD-1674**

☒ DISTRICT CLERKS - MAIN OFFICE FRONT COLOR

| Copies Prints Developments Per Minute | Ricoh Equipment and Options Prices Per Unit | Ricoh Product Code EDP | Aug-13 Suggested Retail Price | Contract Equipment Purchase Price | FMV Lease 24 Month Payments | FMV Lease 36 Month Payments | FMV Lease 48 Month Payments | FMV Lease 60 Month Payments | Service Plan Options: Base Charge | Base Frequency | B&W Allowance | B&W CPC | Color Allowance | Color CPC | Supplies Included | Delivery & Installation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 45 B&W / 45 Color | **Ricoh MP C4503**** | 416518 | $18,590 | $3,847 | $167.73 | $117.33 | $96.37 | $84.71 | | | | | | | | Hardware |
| 55 B&W / 55 Color | **Ricoh MP C5503**** | 416525 | $22,014 | $5,765 | $251.35 | $175.83 | $144.41 | $126.95 | | MTH | | $0.0069 | | .0428 | Yes | Included |
| 60 B&W / 60 Color | **Ricoh MP C6003**** | 416534 | $25,315 | $8,962 | $390.74 | $273.34 | $224.50 | $197.34 | | MTH | | $0.007 | | .0431 | Yes | Included |
| | ESP XG-PCS-15G | 006428MIU | 340 | 150 | 6.54 | 4.58 | 3.76 | 3.30 | | MTH | | $0.007 | | .0431 | Yes | Included |
| | Network & Scan Connect - Seg BC4 | PS-NWSCBC4 | 405 | 250 | 10.90 | 7.63 | 6.26 | 5.51 | | | | | | | | |
| | Paper Feed Unit PB3150** | 416545 | 760 | 281 | 12.25 | 8.57 | 7.04 | 6.19 | | | | | | | | |
| | Paper Feed Unit PB3160** | 416544 | 1,050 | 469 | 20.45 | 14.30 | 11.75 | 10.33 | | | | | | | | |
| | LCIT PB3170 (2000 Sheets)** | 416546 | 1,310 | 511 | 22.28 | 15.59 | 12.80 | 11.25 | | | | | | | | |
| | LCIT RT3030 (1500 Sheets)** | 416548 | 1,965 | 510 | 22.24 | 15.56 | 12.78 | 11.23 | | | | | | | | |
| | Internal Shift Tray SH3070** | 416550 | 456 | 182 | 7.06 | 4.94 | 4.06 | 3.57 | | | | | | | | |
| | 1 Bin Tray BN3110 (125 Sheets)** | 416552 | 560 | 220 | 9.59 | 6.71 | 5.51 | 4.84 | | | | | | | | |
| | Bridge Unit BU3070** | 416551 | 230 | 82 | 3.58 | 2.50 | 2.05 | 1.81 | | | | | | | | |
| | Finisher SR3140 (1000 Sheet External)** | 416539 | 1,930 | 715 | 31.17 | 21.81 | 17.91 | 15.74 | | | | | | | | |
| | Booklet Finisher SR3150 (1000 Sheet External)** | 416540 | 4,040 | 1,125 | 49.05 | 34.31 | 28.18 | 24.77 | | | | | | | | |
| | Punch Unit PU3050 NA** | 416609 | 980 | 222 | 9.68 | 6.77 | 5.56 | 4.89 | | | | | | | | |
| | Booklet Finisher SR3170 (2,000 Sheet External)** | 416542 | 5,110 | 1,587 | 69.19 | 48.40 | 39.75 | 34.95 | | | | | | | | |
| | Finisher SR3160 (3,000 Sheet External)** | 416541 | 3,550 | 1,201 | 52.36 | 36.63 | 30.09 | 26.45 | | | | | | | | |
| | Punch Unit PU3060 NA** | 416612 | 980 | 222 | 9.68 | 6.77 | 5.56 | 4.89 | | | | | | | | |
| | Internal Finisher SR3130 (500 Sheet)** | 416543 | 1,580 | 406 | 17.70 | 12.38 | 10.17 | 8.94 | | | | | | | | |
| | Punch Unit PU3040 NA** | 416615 | 989 | 265 | 11.55 | 8.08 | 6.64 | 5.84 | | | | | | | | |
| | Smart Operation Panel Type M3 | 416910 | 360 | 141 | 6.15 | 4.30 | 3.53 | 3.10 | | | | | | | | |
| | Imageable Area Extension Unit Type M3** | 416730 | 110 | 38 | 1.66 | 1.16 | 0.95 | 0.84 | | | | | | | | |
| | Cabinet Type F | 10947&FNG | 250 | 102 | 4.45 | 3.11 | 2.56 | 2.25 | | | | | | | | |
| | Caster Table Type M3 | 416737 | 270 | 108 | 4.71 | 3.29 | 2.71 | 2.38 | | | | | | | | |
| | ***Fax Accessories*** | | | | | | | | | | | | | | | |
| | Fax Option Type M4** | 416564 | 1,400 | 348 | 15.17 | 10.61 | 8.72 | 7.66 | | | | | | | | |
| | Fax Connection Unit Type M4 | 416588 | 250 | 110 | 4.80 | 3.36 | 2.76 | 2.42 | | | | | | | | |
| | G3 Interface Unit Type M4 | 416569 | 910 | 383 | 15.83 | 11.07 | 9.09 | 7.99 | | | | | | | | |
| | 32MB Memory 400dpi/SAF | 001342MIU | 205 | 37 | 1.61 | 1.13 | 0.93 | 0.81 | | | | | | | | |
| | ***Print / Scan Option Accessories*** | | | | | | | | | | | | | | | |
| | IEEE 1284 Interface Type A | 411699 | 134 | 47 | 2.05 | 1.43 | 1.18 | 1.03 | | | | | | | | |
| | Camera Direct Print Card Type M4 | 416594 | 770 | 25 | 1.09 | 0.76 | 0.63 | 0.55 | | | | | | | | |
| | Postscript3 Unit Type M4 | 416591 | 930 | 426 | 18.57 | 12.99 | 10.67 | 9.38 | | | | | | | | |
| | SD card for NetWare printing Type M4 | 416558 | 200 | 75 | 3.27 | 2.29 | 1.88 | 1.65 | | | | | | | | |
| | Browser Unit Type M4 | 416595 | 170 | 63 | 2.75 | 1.92 | 1.58 | 1.39 | | | | | | | | |
| | IPDS Unit Type M4 | 416599 | 1,730 | 651 | 28.38 | 19.86 | 16.31 | 14.34 | | | | | | | | |
| | File Format Converter Type E | 414007 | 617 | 203 | 8.85 | 6.19 | 5.09 | 4.47 | | | | | | | | |
| | Optional Counter Interface Unit Type A | 413012 | 67 | 29 | 1.26 | 0.88 | 0.73 | 0.64 | | | | | | | | |
| | Key Counter Bracket Type M3 | 416869 | 131 | 51 | 2.22 | 1.56 | 1.28 | 1.12 | | | | | | | | |
| | Card Reader Bracket Type 3352 | 415814 | 160 | 60 | 2.62 | 1.83 | 1.50 | 1.32 | | | | | | | | |
| | Embedded HotSpot Type S | 415620 | 981 | 384 | 16.74 | 11.71 | 9.62 | 8.46 | | | | | | | | |
| | IEEE 802.11a/g/n Interface Unit Type M2 | 416572 | 990 | 302 | 13.17 | 9.21 | 7.57 | 6.65 | | | | | | | | |
| | OCR Unit Type M2 | 416605 | 340 | 125 | 5.45 | 3.81 | 3.13 | 2.75 | | | | | | | | |
| | ***Security & Misc. Accessories*** | | | | | | | | | | | | | | | |
| | Copy Data Security Unit Type G | 416391 | 960 | 216 | 9.42 | 6.59 | 5.41 | 4.76 | | | | | | | | |
| | External USB Keyboard(No bracket) | 100266FNG | 70 | 40 | 1.74 | 1.22 | 1.00 | 0.88 | | | | | | | | |
| | Smart Card Reader Built-in Unit Type M2 | 416729 | 115 | 42 | 1.83 | 1.28 | 1.05 | 0.92 | | | | | | | | |
| | External Keyboard Bracket Type M3 | 416909 | 110 | 38 | 1.66 | 1.16 | 0.95 | 0.84 | | | | | | | | |
| | Data Overwrite Security Unit Type H | 416373 | 430 | 197 | 8.59 | 6.01 | 4.93 | 4.34 | | | | | | | | |
| | Lease Return | EQ-RETURN-SEG2PLUS | 250 | - | | | | | | | | | | | | |
| | | | | GRAND TOTAL | $7,875.00 | GRAND TOTAL | $240.19 | | | | 10,000 B/W images @ $0.007 | | 2,500 Color images @ $70.00 | $0.0431 | Total Monthly Payment | $107.75 | $417.94 |

www.ricoh-usa.com

**Please direct any questions on this proposal to:**

**Aissa Garcia – Account Executive**
**Mobile: (956) 607-6465**
**Fax: (956) 687-2012**
**Email: Aissa.Garcia@ricoh-usa.com**



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# Proposal for Document Copying & Printing Solutions

## Hidalgo County District Clerk

PREPARED BY:

**Aissa Garcia – Account Executive**

**Mobile: (956) 607-6465**

**Fax: (956) 687-2012**

**Email: Aissa.Garcia@ricoh-usa.com**


*Proposal Submitted: October 21, 2013*

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# Financial Considerations

## *DIR State Contract Pricing*

| Equipment Breakdown | DIR Purchase Price | DIR 36 Mo. Pricing |
|---|---|---|
| 1. **District Clerks Main Office – Front Color**<br>Ricoh Aficio MPC5503 – 10,000 B/W and 2,500 Color monthly | $7,875.00 | $417.94 |
| 2. **District Clerks Main Office – Jury**<br>Ricoh Aficio MP5002SP – 10,000 B/W monthly | $4,907.00 | $213.67 |
| 3. **District Clerks Main Office – Central Office**<br>Ricoh Aficio MP5002SP– 10,000 B/W monthly | $4,907.00 | $213.67 |
| 4. **District Clerks Main Office – Judicial Annex**<br>Ricoh Aficio MP5002SP – 10,000 B/W monthly | $5,704.00 | $237.98 |
| 5. **District Clerks Main Office – Front Black & White**<br>Ricoh Aficio MP6002SP – 45,000 B/W monthly | $10,653.00 | $522.92 |
| **GRAND TOTALS** | **$34,046.00** | **$1,606.18** |

***Contract Includes:*** *85,000 B/W and 2,500 Color impressions monthly - Overages billed annually.*
*Annual allowance = 1,020,000 B/W and 30,000 Color impressions each year.*
*All B/W overages will be billed at a blended rate of $0.0054 and color at $0.0431*

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR State Contract -** DIR-SDD-1674

# Cooperative Contracts

Increase Your **Technology Buying Power** today.

*See **TEX-AN statewide communications solutions** for wireless, voice, and data services and the Capitol Complex Telephone System (CCTS) or visit the **Telecom Services Catalog***

## Contracts

**Search By = Contract Number, Search Criteria = 1674**

**Total Results = 1**

| Contract Number | Vendor Name | Hub Type |
|---|---|---|
| DIR-SDD-1674 | Ricoh USA, Inc. | Non HUB |

Select our contract



**Dept. of Information**
300 W. 15th St. Ste. 1
Austin, TX 78701 MAP
(512) 475-4700



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# Cooperative Contracts

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## Ricoh USA, Inc.

**URL** Vendor Website
**Vendor ID** 12303344001
**HUB Type** Non HUB

**DIR Contract Number** DIR-SDD-1674
**Contract Term End Date** 6/9/2014
**Contract Exp Date** 6/9/2015

**Ricoh USA, Inc.**
**Contact** Liz Cobb
**Phone** (913) 223-5554
**Fax** (913) 273-1567

**DIR**
**Contact** John Besser
**Phone** (512) 936-5432
**Fax** (512) 475-4759

## Contract Overview

**DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.**

Get Adobe Reader

**Contract: DIR-SDD-1674**

**Standard Terms and Conditions PDF - 426 KB**
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

**HUB Subcontracting Plan (HSP) PDF - 321 KB | Updated 06/15/2011**
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

**Pricing PDF - 155 KB | Updated 04/20/2012**
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

**Electronic and Information Resources (EIR) Accessibility**
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

OK, take me to the website >

Click here to find our Master Schedule Pricelist

< No thanks, return to search

## How to Order

1. For product and pricing information, visit the Ricoh USA, Inc. website or contact Liz Cobb at (913) 223-5554. Reseller Vendors are also available through this Contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order, made payable to Ricoh USA, Inc. or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-SDD-1674** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor or reseller sales representative.

### Available Brands

Fujitsu
Ricoh

### Available Products & Services

Lease Agreement - Printers Copiers Scanners - MFP
Maintenance - Printers Copiers Scanners - MFP
Managed Document Output
Multifunction
Printers
Printers Copiers Scanners - MFP - Peripherals

### Additional Contract Information

Appendix D1, Ricoh Services Agreement (340 KB)
Appendix D2, IKON Service Agreement (316 KB)
Appendix D3, IKON Maintenance and Sales Agreement (95 KB)
Appendix D4, Statement of Work (847 KB)
Appendix D5, Software Sale Agreement (95 KB)

## Reseller Vendor Contacts

| Vendor Name | Vendor ID | HUB Type | Contact Name | Phone/Fax | Address |
|---|---|---|---|---|---|
| 3N1 Office Products, Inc. | 1751943504800 | Non HUB | Joel Campisi | Phone: 501-312-0050 | Texarkana, TX |
| Abilene Business Equipment | 1751237049900 | Non HUB | Danny Daniels | Phone: 325-677-4327 | Abilene, TX |
| Advanced Office Systems | 1752763536500 | Woman Owned | Charles Broussard | Phone: 817-695-1700<br>Fax: (817) 652-3132 | Arlington, TX |
| Allen Young Office Equipment | 1752854909400 | Non HUB | Michael Young | | San Angelo, TX |

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Preferred Vendor Program

- Texas DIR Home
- Overview
- Contract Information
- Ricoh Products
- Managed Document Services
- Environment

**Order Instructions**

- Ordering Instructions

**Contract Pricing**

- Hardware Catalog
- Ricoh Master Schedule
- Software Offering
- MDS Pricing
- Fujitsu Scanners
- Pricing Indix

**Warranty Information**

- Purchase Warranty
- Printer Warranty

# State of Texas - Department of Information Resources

## Introduction

Through our relationship with Texas DIR, Ricoh is uniquely positioned to help your organization take full advantage of the latest digital technology and process improvement software. Ricoh's comprehensive portfolio and commitment to innovation, security, sustainability and comprehensive solutions can help address your document management needs.

**Click here to verify pricelist**

This site is designed to provide you with information on Ricoh's products and services available to you under the **DIR-SDD-1674** which has been competitively solicited.

For more information on how to utilize this contract, please contact the appropriate Account Manager or your local Ricoh Family (Ricoh, Savin, Lanier) sales representative.

**Liz Cobb**
**Area Manager - State and Local Government**
**Ricoh Americas Corporation**
phone: 913-223-5554
Email: liz.cobb@ricoh-usa.com

**Visit Texas DIR site**

**Contracts Program**

- DIR Cooperative Contracts Program

**Contact Us**

- Account Managers
- Dealer and Direct Locations

**About Ricoh**

Page Top

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# 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) |
| 11/5/2013 | 90 | District Clk-main | 245356 | MPC55003 | 11/5/2013 | C5503 | $417.94 | N | N | 36 | 36 | $15,045.84 | $15,045.84 | Capital Lease |
| 11/5/2013 | 90 | District Clk-main | 246548 | MP6002SP | 11/5/2013 | 6002SP | $522.92 | N | N | 36 | 36 | $18,825.12 | $18,825.12 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Central | 246549 | MP5002Sp | 11/5/2013 | 5002SP | $237.98 | N | N | 36 | 36 | $8,567.28 | $8,567.28 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Jury | 246551 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Judicial | 246560 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |

# Requisition

Req # 00246549

PO #

Date: 10/31/13

**Bill To:** x
x

**Vendor :** 211567

GE CAPITAL INFORMATION TECHNOLOGY SO
RICOH AMERICAS CORPORATION
P.O. BOX 650073
DALLAS TX 75265

**Ship To:** DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

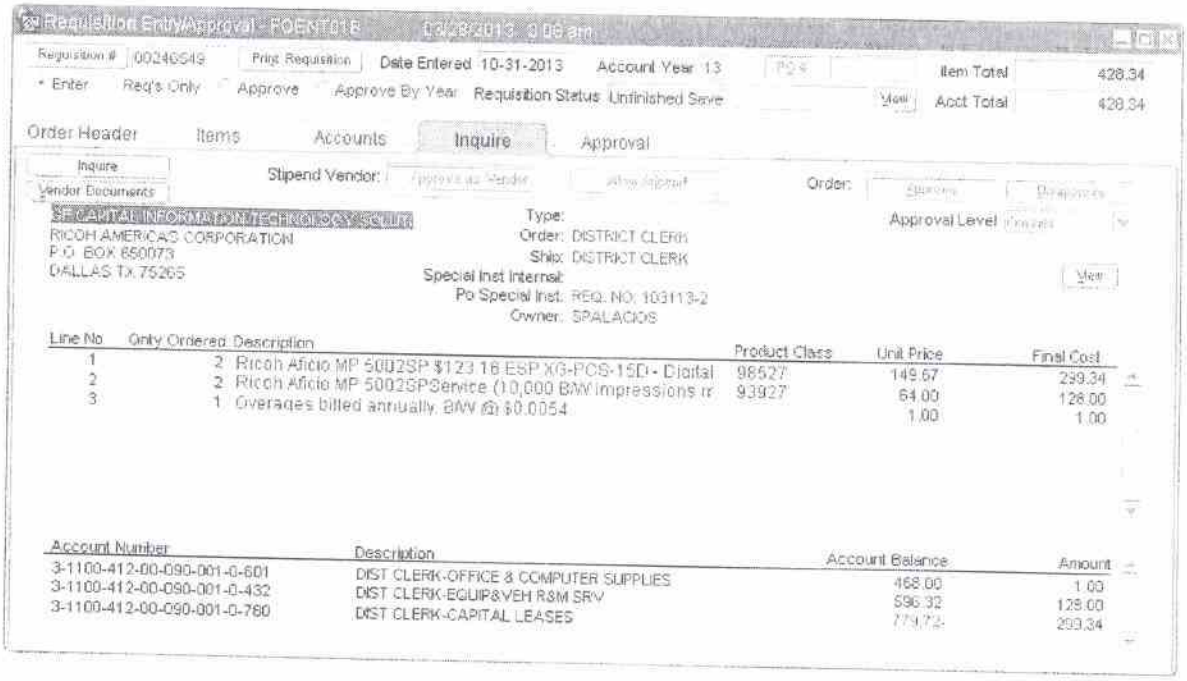
**Contact:** STEPHANIE
956-318-2200

**Contract No:**

**Special Instructions:**
REQ. NO: 103113-2

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR 36 MONTH LEASE<br>P.O. TO COVER NOVEMBER 2013 - DECEMBER 2013<br>DO NOT DUPLICATE ORDER | | |
| 2.00 | EACH | Ricoh Aficio MP 5002SP $123.16<br>ESP XG-PCS-15D - Digital Network Powerfilter $4.58<br>Network Print/Scan Connection (Seg. 3) $7.63<br>Paper Feed Unit PB3130 (2 x 550 sheets) $14.30 | 149.67 | 299.34 |
| 2.00 | EACH | Ricoh Aficio MP 5002SP<br>Service (10,000 B/W impressions monthly @ $0.0064)<br>$64.00 | 64.00 | 128.00 |
| 1.00 | EACH | Overages billed annually. B/W @ $0.0054 | 1.00 | 1.00 |
| | | Account No | Encumbrance | |
| | | 3-1100-412-00-090-001-0-432 | 128.00 | |
| | | 3-1100-412-00-090-001-0-601 | 1.00 | |
| | | 3-1100-412-00-090-001-0-780 | 299.34 | |
| | | | Freight | .00 |
| | | Location: District Clerks Main Office - Central Office | Total | 428.34 |
| | | **NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674 | | |
| | | Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor) | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____


Requisition Entry/Approval - FOENT01B 03/28/2013 9:06 am
Requisition # 00246549
Prtg Requisition
Date Entered 10-31-2013
Account Year 13
Item Total 428.34
Enter
Req's Only
Approve
Approve By Year
Requisition Status Unfinished Save
Acct Total 428.34
Order Header
Items
Accounts
Inquire
Approval
Inquire
Vendor Documents
Stipend Vendor:
Order:
SF CAPITAL INFORMATION/TECHNOLOGY SCUTF
RICOH AMERICAS CORPORATION
P O BOX 650073
DALLAS TX 75265
Type:
Order: DISTRICT CLERK
Ship: DISTRICT CLERK
Special Inst Internal:
Po Special Inst: REQ. NO: 103113-2
Owner: SPALACIOS
Approval Level
View
Line No
Qnty Ordered
Description
Product Class
Unit Price
Final Cost
1 2 Ricoh Aficio MP 5002SP $123.16 ESP XG-PCS-15D - Digital 98527 149.67 299.34
2 2 Ricoh Aficio MP 5002SPService (10,000 B/W impressions m 93927 64.00 128.00
3 1 Overages billed annually, B/W @ $0.0054 1.00 1.00
Account Number
Description
Account Balance
Amount
3-1100-412-00-090-001-0-601 DIST CLERK-OFFICE & COMPUTER SUPPLIES 468.00 1.00
3-1100-412-00-090-001-0-432 DIST CLERK-EQUIP&VEH R&M SRV 596.32 128.00
3-1100-412-00-090-001-0-780 DIST CLERK-CAPITAL LEASES 779.72- 299.34

Agenda 41513

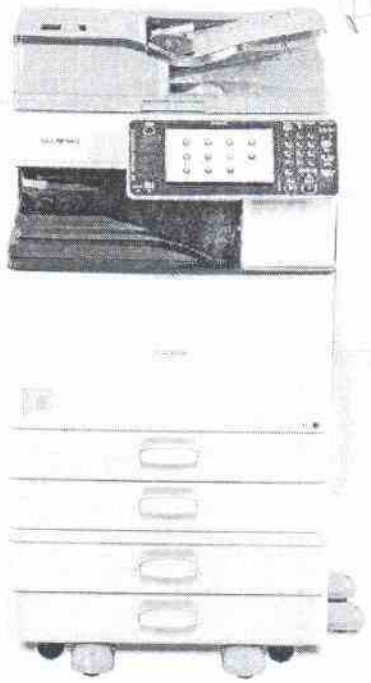
# Ricoh MP 5002SP

*Color & Black/White Multifunctional Device*
*District Clerks Main Office – Central Office*

Pg 24 of 49

## *Key Features*

- 50-PPM monochrome
- 2,300-sheet paper capacity
- DOSS (Data Overwrite Security System) is standard - For ISO 15408 Compliance
- Scan to/Print from USB/SD Card
- Configured print and scan; providing both black & white and color scanning
- 4.1-second monochrome first-print speed
- ESP power filter
- Energy Star® compliant



### *DIR Contract - Investment Details for 36 Months*

| Equipment Breakdown | DIR Purchase Pricing | 36 Month Pricing |
|---|---|---|
| 1. Ricoh Aficio MP 5002SP | $4,038.00 | $123.16 |
| ESP XG-PCS-15D - Digital Network Powerfilter | $150.00 | $4.58 |
| Network Print/Scan Connection (Seg. 3) | $250.00 | $7.63 |
| Paper Feed Unit PB3130 (2 x 550 sheets) | $469.00 | $14.30 |
| Equipment Totals | $4,907.00 | $149.67 |
| Service (10,000 B/W impressions monthly @ $0.0064) | | $64.00 |
| Overages billed annually. B/W @ $0.0054 | | |
| **TOTAL MONTHLY PAYMENT FOR 1 MP5002:** | | **$213.67** |

**(Please see attached DIR Pricing Sheet for further break down and verification of contracted pricing)**

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674**

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New Product &/or New EDP Code

# RICOH

# Texas DIR

## Purchase / Lease / Full Maintenance

**Schedule B to**
Ricoh Master Pricing Agreement

**Contract #: DIR-SDD-1674**

DISTRICT CLERKS - CENTRAL OFFICE

| Copies Prints Developments Per Minute | Ricoh Equipment and Options Prices Per Unit | Ricoh Product Code EDP | Aug-13 Suggested Retail Price | Contract Equipment Purchase Price | FMV Lease 24 Month Payments | FMV Lease 36 Month Payments | FMV Lease 48 Month Payments | FMV Lease 60 Month Payments | Service Plan Options: Base Charge | Base Frequency | B&W Allowance | B&W CPC | Color Allowance | Color CPC | Supplies Included | Delivery & Installation Hardware |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 40 | **Ricoh MP 4002**** | 415955 | $9,500 | $3,210 | $139.96 | $97.91 | $80.41 | $70.68 | | MTH | | 0.0069 | | | Yes | Included |
| 40 | **Ricoh MP 4002SP**** | 415956 | $11,500 | $3,784 | $164.98 | $115.41 | $94.79 | $83.32 | | MTH | | 0.0069 | | | Yes | Included |
| 50 | **Ricoh MP 5002**** | 415957 | $12,500 | $3,697 | $161.19 | $112.76 | $92.61 | $81.41 | | MTH | | 0.0064 | | | Yes | Included |
| 50 | **Ricoh MP 5002SP**** | 415958 | $14,175 | $4,038 | $176.06 | $123.16 | $101.15 | $88.92 | | MTH | | 0.0064 | | | Yes | Included |
| | ESP XG-PCS-15D | 006428MU | 345 | 150 | 6.54 | 4.58 | 3.76 | 3.30 | | | | | | | | |
| | Network Print/Scan Connection (Seg. 3) | PS-NWSC3 | 391 | 250 | 10.90 | 7.63 | 6.26 | 5.51 | | | | | | | | |
| | Network Print/Scan Connection (Seg. 4) | PS-NWSC4 | 435 | 250 | 10.90 | 7.63 | 6.26 | 5.51 | | | | | | | | |
| | FAC56 Cabinet | 416407 | 250 | 108 | 4.71 | 3.29 | 2.71 | 2.38 | | | | | | | | |
| | Paper Feed Unit PB3130 (2 x 560 Sheets)** | 415793 | 1,550 | 469 | 20.45 | 14.30 | 11.75 | 10.33 | | | | | | | | |
| | LCIT PB3140** | 415795 | 1,980 | 510 | 22.24 | 15.56 | 12.78 | 11.23 | | | | | | | | |
| | LCIT RT3020 | 415984 | 1,970 | 511 | 22.28 | 15.59 | 12.80 | 11.25 | | | | | | | | |
| | Bridge Unit BU3060** | 415988 | 229 | 82 | 3.58 | 2.50 | 2.05 | 1.81 | | | | | | | | |
| | 1 Bin Tray BN3100** | 415989 | 680 | 226 | 9.59 | 6.71 | 5.51 | 4.84 | | | | | | | | |
| | [Side Tray Type C5502** (limited availability) | 415987 | 540 | 528 | 23.02 | 16.10 | 13.23 | 11.63 | | | | | | | | |
| | Internal Shift Tray SH3060** | 416007 | 450 | 162 | 7.06 | 4.94 | 4.06 | 3.57 | | | | | | | | |
| | Booklet Finisher SR3110** | 415804 | 3,110 | 1,587 | 69.19 | 48.40 | 39.75 | 34.96 | | | | | | | | |
| | SR3090 1,000-Sheet Finisher** | 416008 | 1,930 | 715 | 31.17 | 21.81 | 17.91 | 15.74 | | | | | | | | |
| | Finisher SR3120** | 430719 | 3,550 | 1,201 | 52.36 | 36.63 | 30.09 | 26.45 | | | | | | | | |
| | Punch Unit PU3030 NA** | 416155 | 680 | 222 | 9.68 | 6.77 | 5.56 | 4.89 | | | | | | | | |
| | [Hard Disk Drive Option Type 5002 (limited availability) | 007100MU | 490 | 190 | 8.28 | 5.80 | 4.76 | 4.18 | | | | | | | | |
| | Type MP 5002 RHD | 007101MU | 1,560 | 738 | 32.18 | 22.51 | 18.49 | 16.25 | | | | | | | | |
| | Type MP 5002 AHD | | 830 | 490 | 21.36 | 14.95 | 12.27 | 10.79 | | | | | | | | |
| | ***Fax Accessories*** | | | | | | | | | | | | | | | |
| | Fax Option Type 5002** | 416156 | 1,450 | 543 | 23.67 | 16.56 | 13.60 | 11.96 | | | | | | | | |
| | G3 Interface Unit Type 5002 | 416161 | 860 | 351 | 15.30 | 10.71 | 8.79 | 7.73 | | | | | | | | |
| | [Handset Type C5502** (limited availability) | 416324 | 200 | 34 | 1.48 | 1.04 | 0.85 | 0.75 | | | | | | | | |
| | 32MB Memory 400dpi/SAF | 001342MU | 205 | 37 | 1.61 | 1.13 | 0.93 | 0.81 | | | | | | | | |
| | Fax Connection Unit Type A | 416267 | 290 | 110 | 4.80 | 3.36 | 2.76 | 2.42 | | | | | | | | |
| | ***Print / Scan Option Accessories*** | | | | | | | | | | | | | | | |
| | HotSpot MFP Type I | 416608 | 905 | 432 | 18.84 | 13.18 | 10.82 | 9.51 | | | | | | | | |
| | HotSpot MFP Type F | 416602 | 899 | 432 | 18.84 | 13.18 | 10.82 | 9.51 | | | | | | | | |
| | Printer/Scanner Unit Type 5002 | 416145 | 1,350 | 571 | 24.90 | 17.42 | 14.30 | 12.57 | | | | | | | | |
| | PostScript3 Unit Type 5002 | 416149 | 1,145 | 260 | 11.34 | 7.93 | 6.51 | 5.73 | | | | | | | | |
| | IEEE802.11a/g Wireless Type J | 414008 | 775 | 302 | 13.17 | 9.21 | 7.57 | 6.65 | | | | | | | | |
| | Gigabit Ethernet Board Type A | 402547 | 559 | 300 | 13.08 | 9.15 | 7.52 | 6.61 | | | | | | | | |
| | IEEE 1284 Interface Type A | 411699 | 134 | 47 | 2.05 | 1.43 | 1.18 | 1.03 | | | | | | | | |
| | [Bluetooth Interface Unit Type D (limited availability) | 415818 | 530 | 224 | 9.77 | 6.83 | 5.61 | 4.93 | | | | | | | | |
| | SD card for NetWare Printing Type K | 416210 | 200 | 75 | 3.27 | 2.29 | 1.88 | 1.65 | | | | | | | | |
| | Browser Unit Type I | 416204 | 170 | 63 | 2.75 | 1.92 | 1.58 | 1.39 | | | | | | | | |
| | IPDS Unit Type 5002 | 416152 | 1,550 | 668 | 29.12 | 20.37 | 16.73 | 14.71 | | | | | | | | |
| | ***Security & Misc. Accessories*** | | | | | | | | | | | | | | | |
| | File Format Converter Type E | 414007 | 815 | 203 | 8.85 | 6.19 | 5.09 | 4.47 | | | | | | | | |
| | Copy Data Security Unit Type G | 416391 | 560 | 216 | 9.42 | 6.59 | 5.41 | 4.76 | | | | | | | | |
| | VM Card Type U | 416183 | 160 | 71 | 3.10 | 2.17 | 1.78 | 1.56 | | | | | | | | |
| | Optional Counter Interface Unit Type A | 413012 | 61 | 29 | 1.26 | 0.88 | 0.73 | 0.64 | | | | | | | | |
| | Key Counter Bracket Type H | 412552 | 131 | 51 | 2.22 | 1.56 | 1.28 | 1.12 | | | | | | | | |
| | Card Reader Bracket Type 3352 | 415814 | 160 | 66 | 2.62 | 1.83 | 1.50 | 1.32 | | | | | | | | |
| | Data Overwrite Security Unit Type I | 416372 | 530 | 202 | 8.81 | 6.16 | 5.06 | 4.45 | | | | | | | | |
| | Platen Cover Type 3352** | 415809 | 140 | 53 | 2.31 | 1.62 | 1.33 | 1.17 | | | | | | | | |
| | [ADF Handle Type C (limited availability) | 416213 | 200 | 76 | 3.31 | 2.32 | 1.90 | 1.67 | | | | | | | | |
| | ESP XG-PCS-15D | 006428MU | 345 | 150 | 6.54 | 4.58 | 3.76 | 3.30 | | | | | | | | |
| | V2 G106030 Keyboard Bracket Long (Bracket Only) | 100268FNG | 195 | 160 | 6.98 | 4.88 | 4.01 | 3.52 | | | | | | | | |
| | External USB Keyboard(No bracket) | 100268FNG | 70 | 40 | 1.74 | 1.22 | 1.00 | 0.88 | | | | | | | | |
| | FM 8005 Keyboard Bracket Only (MP4002/MP5002, MPC3002/MPC3502/MPC4502/MP | 007119MU | 199 | 66 | 2.88 | 2.01 | 1.65 | 1.45 | | | | | | | | |
| | Lease Return | EQ-RETURN-SEQ2PLUS | 250 | - | | | | | | | | | | | | |
| | | | | GRAND TOTAL | $4,907.00 | GRAND TOTAL | $149.67 | | | | 10,000 B/W images @ $0.0064 | Total Monthly $64.00 Payment | | $213.67 | | |

www.ricoh-usa.com

**Please direct any questions on this proposal to:**

**Aissa Garcia – Account Executive**
**Mobile: (956) 607-6465**
**Fax: (956) 687-2012**
**Email: Aissa.Garcia@ricoh-usa.com**



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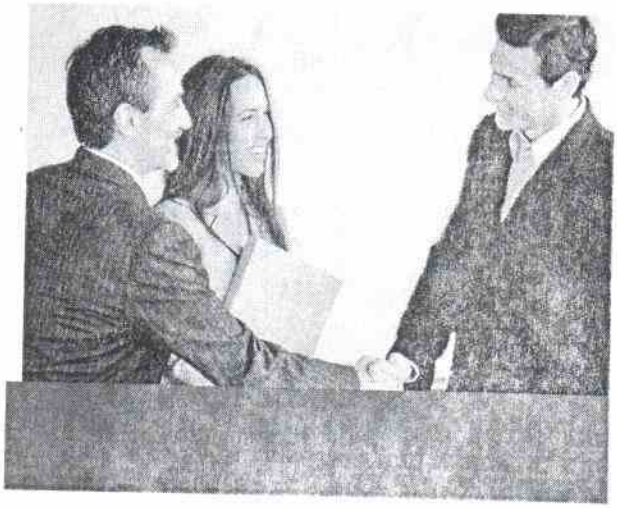
# Proposal for Document Copying & Printing Solutions



## Hidalgo County District Clerk

PREPARED BY:

**Aissa Garcia – Account Executive**

**Mobile: (956) 607-6465**

**Fax: (956) 687-2012**

**Email: Aissa.Garcia@ricoh-usa.com**


*Proposal Submitted: October 21, 2013*

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# Financial Considerations

## *DIR State Contract Pricing*

| Equipment Breakdown | DIR Purchase Price | DIR 36 Mo. Pricing |
|---|---|---|
| 1. **District Clerks Main Office – Front Color**<br>Ricoh Aficio MPC5503 – 10,000 B/W and 2,500 Color monthly | $7,875.00 | $417.94 |
| 2. **District Clerks Main Office – Jury**<br>Ricoh Aficio MP5002SP – 10,000 B/W monthly | $4,907.00 | $213.67 |
| 3. **District Clerks Main Office – Central Office**<br>Ricoh Aficio MP5002SP– 10,000 B/W monthly | $4,907.00 | $213.67 |
| 4. **District Clerks Main Office – Judicial Annex**<br>Ricoh Aficio MP5002SP – 10,000 B/W monthly | $5,704.00 | $237.98 |
| 5. **District Clerks Main Office – Front Black & White**<br>Ricoh Aficio MP6002SP – 45,000 B/W monthly | $10,653.00 | $522.92 |
| **GRAND TOTALS** | **$34,046.00** | **$1,606.18** |

***Contract Includes:*** *85,000 B/W and 2,500 Color impressions monthly - Overages billed annually.*
*Annual allowance = 1,020,000 B/W and 30,000 Color impressions each year.*
*All B/W overages will be billed at a blended rate of $0.0054 and color at $0.0431*

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR State Contract -** DIR-SDD-1674

# Cooperative Contracts

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*See **TEX-AN statewide communications solutions** for wireless, voice, and data services and the Capitol Complex Telephone System (CCTS) or visit the **Telecom Services Catalog***

## Contracts

**Search By = Contract Number, Search Criteria = 1674**

**Total Results = 1**

| Contract Number | Vendor Name | Hub Type |
|---|---|---|
| DIR-SDD-1674 | Ricoh USA, Inc. | Non HUB |

Select our contract



**Dept. of Information**
300 W. 15th St. Ste. 1
Austin, TX 78701 MAP
(512) 475-4700



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< Return to search results  < Return to Main Search

## Ricoh USA, Inc.

**URL** Vendor Website
**Vendor ID** 12303344001
**HUB Type** Non HUB

**DIR Contract Number** DIR-SDD-1674
**Contract Term End Date** 6/9/2014
**Contract Exp Date** 6/9/2015

**Ricoh USA, Inc.**
**Contact** Liz Cobb
**Phone** (913) 223-5554
**Fax** (913) 273-1567

**DIR**
**Contact** John Besser
**Phone** (512) 936-5432
**Fax** (512) 475-4759

### How to Order

1. For product and pricing information, visit the Ricoh USA, Inc. website or contact Liz Cobb at (913) 223-5554. Reseller Vendors are also available through this Contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order, made payable to Ricoh USA, Inc. or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-SDD-1674** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor or reseller sales representative.

### Contract Overview

**DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.**

Get Adobe Reader

**Contract: DIR-SDD-1674**

**Standard Terms and Conditions PDF - 426 KB**
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

**HUB Subcontracting Plan (HSP) PDF - 321 KB | Updated 06/15/2011**
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

**Pricing PDF - 155 KB | Updated 04/20/2012**
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

**Electronic and Information Resources (EIR) Accessibility**
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

OK, take me to the website >

Click here to find our Master Schedule Pricelist

< No thanks, return to search

### Available Brands

Fujitsu
Ricoh

### Available Products & Services

Lease Agreement - Printers Copiers Scanners - MFP
Maintenance - Printers Copiers Scanners - MFP
Managed Document Output
Multifunction
Printers
Printers Copiers Scanners - MFP - Peripherals

### Additional Contract Information

Appendix D1, Ricoh Services Agreement (340 KB)
Appendix D2, IKON Service Agreement (316 KB)
Appendix D3, IKON Maintenance and Sales Agreement (95 KB)
Appendix D4, Statement of Work (847 KB)
Appendix D5, Software Sale Agreement (95 KB)

### Reseller Vendor Contacts

| Vendor Name | Vendor ID | HUB Type | Contact Name | Phone/Fax | Address |
|---|---|---|---|---|---|
| 3N1 Office Products, Inc. | 1751943504800 | Non HUB | Joel Campisi | Phone: 501-312-0050 | Texarkana, TX |
| Abilene Business Equipment | 1751237049900 | Non HUB | Danny Daniels | Phone: 325-677-4327 | Abilene, TX |
| Advanced Office Systems | 1752763536500 | Woman Owned | Charles Broussard | Phone: 817-695-1700<br>Fax: (817) 652-3132 | Arlington, TX |
| Allen Young Office Equipment | 1752854909400 | Non HUB | Michael Young | | San Angelo, TX |

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Preferred Vendor Program

- Texas DIR Home
- Overview
- Contract Information
- Ricoh Products
- Managed Document Services
- Environment

**Order Instructions**

- Ordering Instructions

**Contract Pricing**

- Hardware Catalog
- Ricoh Master Schedule
- Software Offering
- MDS Pricing
- Fujitsu Scanners
- Pricing Indix

**Warranty Information**

- Purchase Warranty
- Printer Warranty

# State of Texas - Department of Information Resources

## Introduction

Through our relationship with Texas DIR, Ricoh is uniquely positioned to help your organization take full advantage of the latest digital technology and process improvement software. Ricoh's comprehensive portfolio and commitment to innovation, security, sustainability and comprehensive solutions can help address your document management needs.

Click here to verify pricelist

This site is designed to provide you with information on Ricoh's products and services available to you under the **DIR-SDD-1674** which has been competitively solicited.

For more information on how to utilize this contract, please contact the appropriate Account Manager or your local Ricoh Family (Ricoh, Savin, Lanier) sales representative.

**Liz Cobb**
**Area Manager - State and Local Government**
**Ricoh Americas Corporation**
phone: 913-223-5554
Email: liz.cobb@ricoh-usa.com

**Visit Texas DIR site**

DIR
Department of Information Resources

**Contracts Program**

- DIR Cooperative Contracts Program

**Contact Us**

- Account Managers
- Dealer and Direct Locations

**About Ricoh**

Page Top

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# 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) |
| 11/5/2013 | 90 | District Clk-main | 245356 | MPC55003 | 11/5/2013 | C5503 | $417.94 | N | N | 36 | 36 | $15,045.84 | $15,045.84 | Capital Lease |
| 11/5/2013 | 90 | District Clk-main | 246548 | MP6002SP | 11/5/2013 | 6002SP | $522.92 | N | N | 36 | 36 | $18,825.12 | $18,825.12 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Central | 246549 | MP5002Sp | 11/5/2013 | 5002SP | $237.98 | N | N | 36 | 36 | $8,567.28 | $8,567.28 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Jury | 246551 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Judicial | 246560 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |

# Requisition

Req # 00246560

PO #

Date: 10/31/13

**Bill To:** x
x

**Vendor :** 211567

GE CAPITAL INFORMATION TECHNOLOGY SO
RICOH AMERICAS CORPORATION
**P.O. BOX 650073**
DALLAS TX 75265

**Ship To:** DISTRICT CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

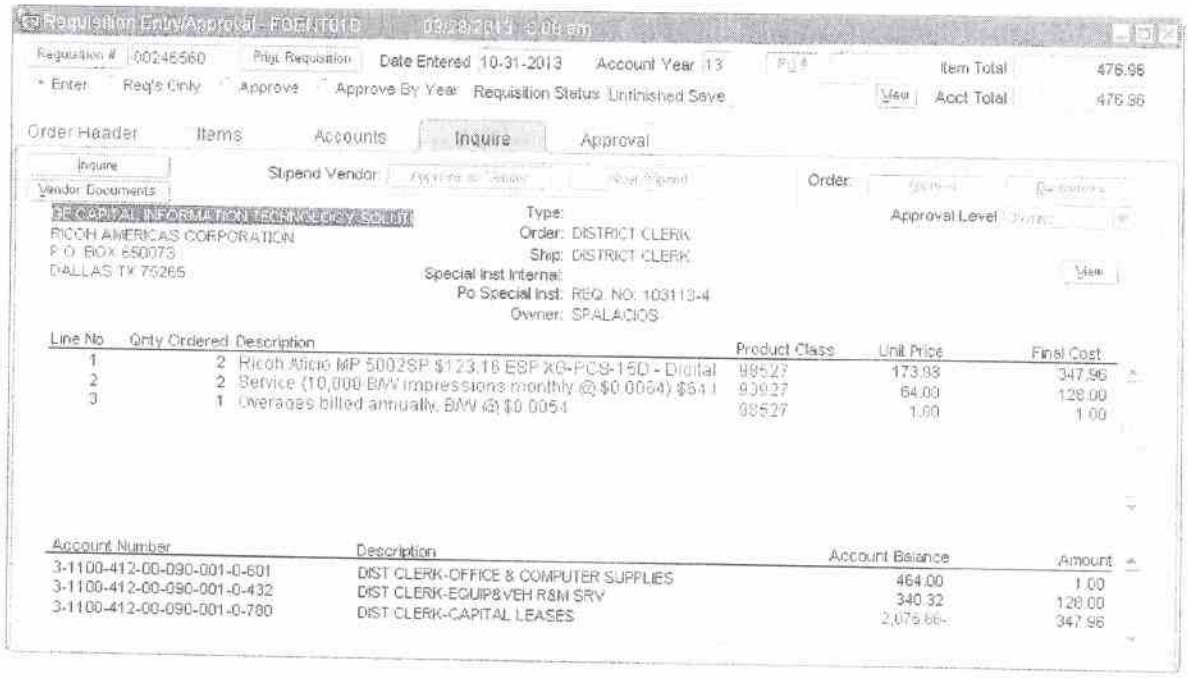
**Contact:** STEPHANIE
956-318-2200

**Contract No:**

**Special Instructions:**
REQ. NO: 103113-4

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DIR 36 MONTH LEASE<br>P.O. TO COVER NOVEMBER 2013 - DECEMBER 2013<br>DO NOT DUPLICATE ORDER | | |
| 2.00 | EACH | Ricoh Aficio MP 5002SP $123.16<br>ESP XG-PCS-15D - Digital Network Powerfilter $4.58<br>Network Print/Scan Connection (Seg. 3) $7.63<br>Paper Feed Unit PB3130 (2 x 550 sheets) $14.30<br>Bridge Unit BU3060 $2.50<br>SR3090 1,000-Sheet Finisher $21.81 | 173.98 | 347.96 |
| 2.00 | EACH | Service (10,000 B/W impressions monthly @ $0.0064) $64.00 | 64.00 | 128.00 |
| 1.00 | EACH | Overages billed annually. B/W @ $0.0054 | 1.00 | 1.00 |
| | | Account No | Encumbrance | |
| | | 3-1100-412-00-090-001-0-432 | 128.00 | |
| | | 3-1100-412-00-090-001-0-601 | 1.00 | |
| | | 3-1100-412-00-090-001-0-780 | 347.96 | |
| | | | Freight | .00 |
| | | | Total | 476.96 |
| | | Location: District Clerks Main Office - Judicial Annex | | |
| | | **NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674 | | |
| | | Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor) | | |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____



Requisition Entry/Approval - FOEJT01B 09/28/2011 9:06 am

Requisition # 00246560 Prior Requisition Date Entered 10-31-2013 Account Year 13 Item Total 476.96

* Enter Req's Only Approve Approve By Year Requisition Status Unfinished Save View Acct Total 476.96

Order Header Items Accounts Inquire Approval

Inquire Vendor Documents Stipend Vendor: Order:

02 CAPITAL INFORMATION TECHNOLOGY SOLUTI

RICOH AMERICAS CORPORATION
P O BOX 650073
DALLAS TX 75265

Type:
Order: DISTRICT CLERK
Ship: DISTRICT CLERK
Special Inst Internal:
Po Special Inst: REQ. NO. 103113-4
Owner: SPALACIOS

Approval Level

View

| Line No | Qnty Ordered | Description | Product Class | Unit Price | Final Cost |
|---|---|---|---|---|---|
| 1 | 2 | Ricoh Aficio MP 5002SP $123.16 ESP XG-PCS-15D - Digital | 98527 | 173.98 | 347.96 |
| 2 | 2 | Service (10,000 B/W impressions monthly @ $0.0064) $64.1 | 98527 | 64.00 | 128.00 |
| 3 | 1 | Overages billed annually, B/W @ $0.0054 | 98527 | 1.00 | 1.00 |

| Account Number | Description | Account Balance | Amount |
|---|---|---|---|
| 3-1100-412-00-090-001-0-601 | DIST CLERK-OFFICE & COMPUTER SUPPLIES | 464.00 | 1.00 |
| 3-1100-412-00-090-001-0-432 | DIST CLERK-EQUIP&VEH R&M SRV | 340.32 | 128.00 |
| 3-1100-412-00-090-001-0-780 | DIST CLERK-CAPITAL LEASES | 2,079.66- | 347.96 |

Agenda 41573

# Ricoh MP 5002SP

*Color & Black/White Multifunctional Device*
*District Clerks Main Office – Judicial Annex*

Rev 2/4/20

## *Key Features*

- 50-PPM monochrome
- 2,300-sheet paper capacity
- 1,000-sheet finisher / stapler
- DOSS (Data Overwrite Security System) is standard - For ISO 15408 Compliance
- Scan to/Print from USB/SD Card
- Configured print and scan; providing both black & white and color scanning
- 4.1-second monochrome first-print speed
- ESP power filter
- Energy Star® compliant

## *DIR Contract - Investment Details for 36 Months*

| Equipment Breakdown | DIR Purchase Pricing | 36 Month Pricing |
|---|---|---|
| 1. Ricoh Aficio MP 5002SP | $4,038.00 | $123.16 |
| ESP XG-PCS-15D - Digital Network Powerfilter | $150.00 | $4.58 |
| Network Print/Scan Connection (Seg. 3) | $250.00 | $7.63 |
| Paper Feed Unit PB3130 (2 x 550 sheets) | $469.00 | $14.30 |
| Bridge Unit BU3060 | $82.00 | $2.50 |
| SR3090 1,000-Sheet Finisher | $715.00 | $21.81 |
| Equipment Totals | $5,704.00 | $173.98 |
| Service (10,000 B/W impressions monthly @ $0.0064) | | $64.00 |
| Overages billed annually. B/W @ $0.0054 | | |
| **TOTAL MONTHLY PAYMENT FOR 1 MP5002:** | | $237.98 |

**(Please see attached DIR Pricing Sheet for further break down and verification of contracted pricing)**

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674**

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New Product &/or New EDP Code

# RICOH

# Texas DIR

## Purchase / Lease / Full Maintenance

**Schedule B to**
Ricoh Master Pricing Agreement

**Contract #: DIR-SDD-1674**

DISTRICT CLERKS - JUDICIAL ANNEX

| Copies Prints Developments Per Minute | Ricoh Equipment and Options Prices Per Unit | Ricoh Product Code EDP | Aug-13 Suggested Retail Price | Contract Equipment Purchase Price | FMV Lease 24 Month Payments | FMV Lease 36 Month Payments | FMV Lease 48 Month Payments | FMV Lease 60 Month Payments | Service Plan Options: Base Charge | Base Frequency | B&W Allowance | B&W CPC | Color Allowance | Color CPC | Supplies Included | Delivery & Installation Hardware |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 40 | **Ricoh MP 4002**** | 415955 | $9,900 | $3,210 | $139.96 | $97.91 | $80.41 | $70.68 | | MTH | | 0.0069 | | | Yes | Included |
| 40 | **Ricoh MP 4002SP**** | 415956 | $11,550 | $3,784 | $164.98 | $115.41 | $94.79 | $83.32 | | MTH | | 0.0069 | | | Yes | Included |
| 50 | **Ricoh MP 5002**** | 415957 | $12,500 | $3,697 | $161.19 | $112.76 | $92.61 | $81.41 | | MTH | | 0.0064 | | | Yes | Included |
| 50 | **Ricoh MP 5002SP**** | 415958 | $14,175 | $4,038 | $176.06 | $123.16 | $101.15 | $88.92 | | MTH | | 0.0064 | | | Yes | Included |
| | ESP XG-PCS-15D | 006428MU | 345 | 150 | 6.54 | 4.58 | 3.76 | 3.30 | | | | | | | | |
| | Network Print/Scan Connection (Seg. 3) | PS-NWSC3 | 350 | 250 | 10.90 | 7.63 | 6.26 | 5.51 | | | | | | | | |
| | Network Print/Scan Connection (Seg. 4) | PS-NWSC4 | 425 | 250 | 10.90 | 7.63 | 6.26 | 5.51 | | | | | | | | |
| | FAC56 Cabinet | 416407 | 250 | 108 | 4.71 | 3.29 | 2.71 | 2.38 | | | | | | | | |
| | Paper Feed Unit PB3130 (2 x 550 Sheets)** | 415793 | 1,895 | 469 | 20.45 | 14.30 | 11.75 | 10.33 | | | | | | | | |
| | LCIT PB3140** | 415795 | 1,895 | 516 | 22.24 | 15.56 | 12.78 | 11.23 | | | | | | | | |
| | LCIT RT3026 | 415564 | 1,910 | 511 | 22.28 | 15.59 | 12.80 | 11.25 | | | | | | | | |
| | Bridge Unit BU3060** | 415988 | 220 | 82 | 3.55 | 2.50 | 2.05 | 1.81 | | | | | | | | |
| | 1 Bin Tray BN3100** | 415986 | 580 | 220 | 9.59 | 6.71 | 5.51 | 4.84 | | | | | | | | |
| | [Side Tray Type C5502** (limited availability) | 415989 | 640 | 528 | 23.02 | 16.10 | 13.23 | 11.63 | | | | | | | | |
| | Internal Shift Tray SI3060** | 415987 | 400 | 162 | 7.06 | 4.94 | 4.06 | 3.57 | | | | | | | | |
| | Booklet Finisher SR3110** | 416007 | 5,110 | 1,582 | 69.19 | 48.40 | 39.75 | 34.95 | | | | | | | | |
| | SR3090 1,000-Sheet Finisher** | 415804 | 1,930 | 715 | 31.17 | 21.81 | 17.91 | 15.74 | | | | | | | | |
| | Finisher SR3120** | 416008 | 5,660 | 1,201 | 52.36 | 36.63 | 30.09 | 26.45 | | | | | | | | |
| | Punch Unit PU3030 NA** | 430719 | 580 | 222 | 9.68 | 6.77 | 5.56 | 4.89 | | | | | | | | |
| | [Hard Disk Drive Option Type 5002 (limited availability) | 416155 | 440 | 190 | 8.28 | 5.80 | 4.76 | 4.18 | | | | | | | | |
| | Type MP 5002 RHD | 007100MU | 1,600 | 738 | 32.18 | 22.51 | 18.49 | 16.26 | | | | | | | | |
| | Type MP 5002 ARHD | 007101MU | 930 | 490 | 21.36 | 14.95 | 12.27 | 10.79 | | | | | | | | |
| | ***Fax Accessories*** | | | | | | | | | | | | | | | |
| | Fax Option Type 5002** | 416156 | 1,450 | 543 | 23.67 | 16.56 | 13.60 | 11.96 | | | | | | | | |
| | G3 Interface Unit Type 5002 | 416161 | 890 | 351 | 15.30 | 10.71 | 8.79 | 7.73 | | | | | | | | |
| | [Handset Type CS502** (limited availability) | 416324 | 100 | 34 | 1.48 | 1.04 | 0.85 | 0.75 | | | | | | | | |
| | 32MB Memory 4800dpi/5AP | 001342MU | 205 | 37 | 1.61 | 1.13 | 0.93 | 0.81 | | | | | | | | |
| | Fax Connection Unit Type A | 416207 | 250 | 110 | 4.80 | 3.36 | 2.76 | 2.42 | | | | | | | | |
| | ***Print / Scan Option Accessories*** | | | | | | | | | | | | | | | |
| | HotSpot MFP Type I | 416608 | 990 | 432 | 18.84 | 13.18 | 10.82 | 9.51 | | | | | | | | |
| | HotSpot MFP Type F | 416602 | 990 | 432 | 18.84 | 13.18 | 10.82 | 9.51 | | | | | | | | |
| | Printer/Scanner Unit Type 5002 | 416140 | 1,600 | 571 | 24.90 | 17.42 | 14.30 | 12.57 | | | | | | | | |
| | PostScript3 Unit Type 5002 | 416149 | 1,180 | 260 | 11.34 | 7.93 | 6.51 | 5.73 | | | | | | | | |
| | IEEE802.11a/g Wireless Type J | 414008 | 775 | 302 | 13.17 | 9.21 | 7.57 | 6.65 | | | | | | | | |
| | Gigabit Ethernet Board Type A | 402547 | 690 | 300 | 13.08 | 9.15 | 7.52 | 6.61 | | | | | | | | |
| | IEEE 1284 Interface Type A | 411899 | 134 | 47 | 2.05 | 1.43 | 1.18 | 1.03 | | | | | | | | |
| | [Bluetooth Interface Unit Type D (limited availability) | 415818 | 630 | 224 | 9.77 | 6.83 | 5.61 | 4.93 | | | | | | | | |
| | SD card for NetWare Printing Type K | 416210 | 200 | 76 | 3.27 | 2.29 | 1.88 | 1.65 | | | | | | | | |
| | Browser Unit Type I | 416204 | 170 | 63 | 2.75 | 1.92 | 1.58 | 1.39 | | | | | | | | |
| | IPDS Unit Type 5002 | 416152 | 1,940 | 668 | 29.12 | 20.37 | 16.73 | 14.71 | | | | | | | | |
| | ***Security & Misc. Accessories*** | | | | | | | | | | | | | | | |
| | File Format Converter Type E | 414007 | 617 | 203 | 8.85 | 6.19 | 5.09 | 4.47 | | | | | | | | |
| | Copy Data Security Unit Type G | 416381 | 560 | 216 | 9.42 | 6.59 | 5.41 | 4.76 | | | | | | | | |
| | VM Card Type U | 416163 | 195 | 71 | 3.10 | 2.17 | 1.78 | 1.56 | | | | | | | | |
| | Optional Counter Interface Unit Type A | 413012 | 91 | 29 | 1.26 | 0.88 | 0.73 | 0.64 | | | | | | | | |
| | Key Counter Bracket Type H | 412552 | 121 | 51 | 2.22 | 1.56 | 1.28 | 1.12 | | | | | | | | |
| | Card Reader Bracket Type 3352 | 415814 | 165 | 60 | 2.62 | 1.83 | 1.50 | 1.32 | | | | | | | | |
| | Data Overwrite Security Unit Type I | 416372 | 530 | 202 | 8.81 | 6.16 | 5.06 | 4.45 | | | | | | | | |
| | Platen Cover Type 3352** | 415809 | 140 | 53 | 2.31 | 1.62 | 1.33 | 1.17 | | | | | | | | |
| | [ADF Handle Type C (limited availability) | 416213 | 200 | 76 | 3.31 | 2.32 | 1.90 | 1.67 | | | | | | | | |
| | ESP XG-PCS-15D | 006428MU | 345 | 150 | 6.54 | 4.58 | 3.76 | 3.30 | | | | | | | | |
| | V2.G106030 Keyboard Bracket Long (Bracket Only) | 100268FNG | 188 | 160 | 6.98 | 4.88 | 4.01 | 3.52 | | | | | | | | |
| | External USB Keyboard(No bracket) | 100266FNG | 70 | 40 | 1.74 | 1.22 | 1.00 | 0.88 | | | | | | | | |
| | FM 8935 Keyboard Bracket Only (MP4002/MP5002, MPC3002/MPC3502/MPC4502/MP | 007119MU | 195 | 66 | 2.88 | 2.01 | 1.65 | 1.45 | | | | | | | | |
| | Lease Return | EQ-RETURN-SEG2PLUS | 250 | - | | | | | | | | | | | | |

GRAND TOTAL $5,704.00 GRAND TOTAL $173.98

10,000 B/W images @ $0.0064

Total Monthly $64.00 Payment

$237.98

www.ricoh-usa.com

**Please direct any questions on this proposal to:**

**Aissa Garcia – Account Executive**
**Mobile: (956) 607-6465**
**Fax: (956) 687-2012**
**Email: Aissa.Garcia@ricoh-usa.com**



***Proprietary and Confidential Statement***—The enclosed materials are proprietary to Ricoh Americas Corporation and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of Ricoh as a potential business partner. These materials do not represent an offer or a binding agreement.


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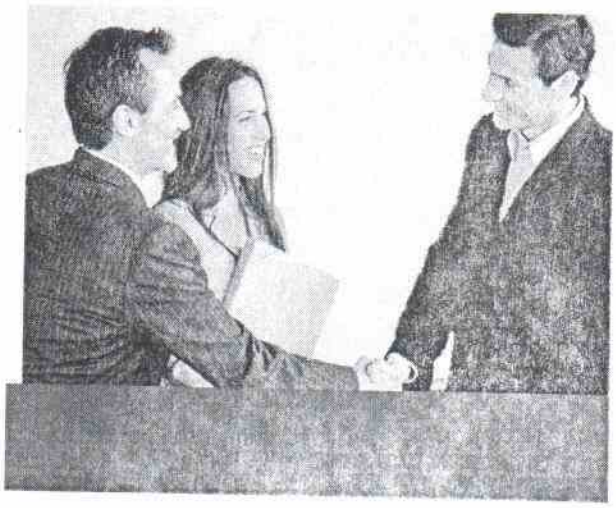
# Proposal for Document Copying & Printing Solutions



## Hidalgo County District Clerk

PREPARED BY:

**Aissa Garcia – Account Executive**

**Mobile: (956) 607-6465**

**Fax: (956) 687-2012**

**Email: Aissa.Garcia@ricoh-usa.com**


*Proposal Submitted: October 21, 2013*

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# Financial Considerations

## *DIR State Contract Pricing*

| Equipment Breakdown | DIR Purchase Price | DIR 36 Mo. Pricing |
|---|---|---|
| 1. **District Clerks Main Office – Front Color**<br>Ricoh Aficio MPC5503 – 10,000 B/W and 2,500 Color monthly | $7,875.00 | $417.94 |
| 2. **District Clerks Main Office – Jury**<br>Ricoh Aficio MP5002SP – 10,000 B/W monthly | $4,907.00 | $213.67 |
| 3. **District Clerks Main Office – Central Office**<br>Ricoh Aficio MP5002SP– 10,000 B/W monthly | $4,907.00 | $213.67 |
| 4. **District Clerks Main Office – Judicial Annex**<br>Ricoh Aficio MP5002SP – 10,000 B/W monthly | $5,704.00 | $237.98 |
| 5. **District Clerks Main Office – Front Black & White**<br>Ricoh Aficio MP6002SP – 45,000 B/W monthly | $10,653.00 | $522.92 |
| **GRAND TOTALS** | **$34,046.00** | **$1,606.18** |

***Contract Includes:*** *85,000 B/W and 2,500 Color impressions monthly - Overages billed annually.*
*Annual allowance = 1,020,000 B/W and 30,000 Color impressions each year.*
*All B/W overages will be billed at a blended rate of $0.0054 and color at $0.0431*

***Pricing Components Include:*** Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR State Contract -** DIR-SDD-1674

# Cooperative Contracts

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*See **TEX-AN statewide communications solutions** for wireless, voice, and data services and the Capitol Complex Telephone System (CCTS) or visit the **Telecom Services Catalog***

## Contracts

**Search By = Contract Number, Search Criteria = 1674**

**Total Results = 1**

| Contract Number | Vendor Name | Hub Type |
|---|---|---|
| DIR-SDD-1674 | Ricoh USA, Inc. | Non HUB |

Select our contract



**Dept. of Information**
300 W. 15th St. Ste. 1
Austin, TX 78701 MAP
(512) 475-4700



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# Cooperative Contracts

Increase Your Technology Buying Power today

< Return to search results < Return to Main Search

## Ricoh USA, Inc.

**URL** Vendor Website
**Vendor ID** 12303344001
**HUB Type** Non HUB

**DIR Contract Number** DIR-SDD-1674
**Contract Term End Date** 6/9/2014
**Contract Exp Date** 6/9/2015

**Ricoh USA, Inc.**
**Contact** Liz Cobb
**Phone** (913) 223-5554
**Fax** (913) 273-1567

**DIR**
**Contact** John Besser
**Phone** (512) 936-5432
**Fax** (512) 475-4759

## Contract Overview

**DIR maintains a default administrative fee of .50 percent. In some cases, the fee may be as low as .25 percent.**

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**Contract: DIR-SDD-1674**

**Standard Terms and Conditions PDF - 426 KB**
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

**HUB Subcontracting Plan (HSP) PDF - 321 KB | Updated 06/15/2011**
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

**Pricing PDF - 155 KB | Updated 04/20/2012**
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

**Electronic and Information Resources (EIR) Accessibility**
Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

OK, take me to the website >

Click here to find our Master Schedule Pricelist

< No thanks, return to search

## How to Order

1. For product and pricing information, visit the Ricoh USA, Inc. website or contact Liz Cobb at (913) 223-5554. Reseller Vendors are also available through this Contract. Select from any Reseller Vendor contact listed below to also obtain product and pricing information.
2. Generate a purchase order, made payable to Ricoh USA, Inc. or any Reseller Vendor listed below. You must reference the DIR Contract Number **DIR-SDD-1674** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor or reseller sales representative.

### Available Brands

Fujitsu
Ricoh

### Available Products & Services

Lease Agreement - Printers Copiers Scanners - MFP
Maintenance - Printers Copiers Scanners - MFP
Managed Document Output
Multifunction
Printers
Printers Copiers Scanners - MFP - Peripherals

### Additional Contract Information

Appendix D1, Ricoh Services Agreement (340 KB)
Appendix D2, IKON Service Agreement (316 KB)
Appendix D3, IKON Maintenance and Sales Agreement (95 KB)
Appendix D4, Statement of Work (847 KB)
Appendix D5, Software Sale Agreement (95 KB)

## Reseller Vendor Contacts

| Vendor Name | Vendor ID | HUB Type | Contact Name | Phone/Fax | Address |
|---|---|---|---|---|---|
| 3N1 Office Products, Inc. | 1751943504800 | Non HUB | Joel Campisi | Phone: 501-312-0050 | Texarkana, TX |
| Abilene Business Equipment | 1751237049900 | Non HUB | Danny Daniels | Phone: 325-677-4327 | Abilene, TX |
| Advanced Office Systems | 1752763536500 | Woman Owned | Charles Broussard | Phone: 817-695-1700<br>Fax: (817) 652-3132 | Arlington, TX |
| Allen Young Office Equipment | 1752854909400 | Non HUB | Michael Young | | San Angelo, TX |

RICOH
imagine. change.

Preferred Vendor Program

- Texas DIR Home
- Overview
- Contract Information
- Ricoh Products
- Managed Document Services
- Environment

**Order Instructions**

- Ordering Instructions

**Contract Pricing**

- Hardware Catalog
- Ricoh Master Schedule
- Software Offering
- MDS Pricing
- Fujitsu Scanners
- Pricing Indix

**Warranty Information**

- Purchase Warranty
- Printer Warranty

## State of Texas - Department of Information Resources

### Introduction

Through our relationship with Texas DIR, Ricoh is uniquely positioned to help your organization take full advantage of the latest digital technology and process improvement software. Ricoh's comprehensive portfolio and commitment to innovation, security, sustainability and comprehensive solutions can help address your document management needs.

Click here to verify pricelist

This site is designed to provide you with information on Ricoh's products and services available to you under the **DIR-SDD-1674** which has been competitively solicited.

For more information on how to utilize this contract, please contact the appropriate Account Manager or your local Ricoh Family (Ricoh, Savin, Lanier) sales representative.

**Liz Cobb**
**Area Manager - State and Local Government**
**Ricoh Americas Corporation**
phone: 913-223-5554
Email: liz.cobb@ricoh-usa.com

**Visit Texas DIR site**

**Contracts Program**

- DIR Cooperative Contracts Program

**Contact Us**

- Account Managers
- Dealer and Direct Locations

**About Ricoh**

↑ Page Top



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# 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) |
| 11/5/2013 | 90 | District Clk-main | 245356 | MPC55003 | 11/5/2013 | C5503 | $417.94 | N | N | 36 | 36 | $15,045.84 | $15,045.84 | Capital Lease |
| 11/5/2013 | 90 | District Clk-main | 246548 | MP6002SP | 11/5/2013 | 6002SP | $522.92 | N | N | 36 | 36 | $18,825.12 | $18,825.12 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Central | 246549 | MP5002Sp | 11/5/2013 | 5002SP | $237.98 | N | N | 36 | 36 | $8,567.28 | $8,567.28 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Jury | 246551 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |
| 11/5/2013 | 90 | District Clk-Judicial | 246560 | MP5002SP | 11/5/2013 | 5002SP | $213.67 | N | N | 36 | 36 | $7,692.12 | $7,692.12 | Capital Lease |

**AI-41718** **Purchasing Department 7. G.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of the Commercial Alarm Monitoring Agreement as required by vendor, Superior Alarms and as awarded under TASB BuyBoard under contract #401-12;
2. Requesting approval & authority to enter into a three (3) year commercial alarm monitoring services and execute vendor's required commercial alarm monitoring agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the WIC Edinburg Offices through the requisitions 246006 and 246149 effective upon approval: A monthly charge of commercial alarm monitoring services at $15.00/monthly, monitoring fire services at $25.00 and to include one time fee of a fire dailer cost $496.00 and a labor cost of $65.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 3-1292-441-00-350-001-4-413

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

BUDGETARY IMPACT:

Req. 246149

FISCAL YEAR: 2014 ACCT. #: 3-1292-441-00-350-001-4-431

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

BUDGETARY IMPACT:

Req. 246006

Attachments

REQUISITIONS

AGREEMENTS

LEGAL APPROVAL

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Nielda Cavazos | 11/07/2013 04:22 PM |
| Budget & Management | Debbie Tamez | 11/07/2013 05:14 PM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Lisa Vela Started On: 11/07/2013 01:47 PM

Final Approval Date: 11/08/2013

# Requisition
# W.I.C. PROGRAM

Req # 00246149
PO #
Date: 10/24/13

**Bill To:** x
x

**Vendor :** 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

**Ship To:** W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

**Contact:** MGONZALEZ
956-381-4646

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | EDINBURG WIC CLINIC 1201 | | |
| | | DO NOT DUPLICATE ORDER | | |
| 6.00 | MONTH | MONITORING SERVICES FOR THE FIRE AT THE EDINBURG WIC CLINIC 1201 3105 W. UNIVERSITY. OPTION THAT P.O. MIGHT INCREASE | 25.00 | 150.00 |
| 6.00 | MONTH | MONITORING SERVICES FOR SECURITY AT THE EDINBURG WIC | 15.00 | 90.00 |
| | | Account No | Encumbrance | |
| | | 3-1292-441-00-350-001-4-413 | 240.00 | |
| | | | Freight | .00 |
| | | | Total | 240.00 |

**Authorized By:** _____

# Requisition
# W.I.C. PROGRAM

Req # 00246006
PO #
Date: 10/22/13

**Bill To:** x
x

**Vendor :** 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

**Ship To:** W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

**Contact:** mgonzalez
956-381-4646

**Contract No:**

**Special Instructions:**
FIRE DIALER FOR THE EDINBURG WIC AS PER FIRE MARSHAL

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | EDINBURG WIC CLINIC, 3105 E. RICHARDSON<br>DO NOT DUPLICATE ORDER | | |
| 1.00 | EACH | FIRE DIALER, AS PER THE FIRE MARSHAL IS NEEDED AND THAT IS REQUIRED for the Edinburg WIC CLINIC TO PASS INSPECTION | 496.00 | 496.00 |
| 1.00 | EACH | LABOR TO CONNECT HEALTH DEPT. | 65.00 | 65.00 |
| 6.00 | MONTH | 65 MONITORING SERVICES | 25.00 | 150.00 |
| | | Account No | Encumbrance | |
| | | 3-1292-441-00-350-001-4-431 | 711.00 | |
| | | | Freight | .00 |
| | | | Total | 711.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

A'41718

# Security Order

**SUPERIOR ALARMS** www.superioralarms.com

600 Ash Avenue
PO Drawer 3097
McAllen, Texas 78502

McAllen: 956-682-6005
Toll Free: 800-580-6001
Fax: 956-213-1179

State License B-4881
Fire License ACR-86318-816

**Submitted To:**

Name: Margarita Gonzales
Company Name: Hidalgo County WIC
Street: 3105 W. University
City: Edinburg
State/Zip: TX
Home/Cell #'s: 381-4646
Email:

**Work Location:**

Name: Fred
Company Name:
Street: 3105 E. Richardson
City: Edinburg
State/Zip: TX
Home/Cell #'s: 380-0363
Email:

*We hereby propose to furnish all the materials and perform all the labor necessary for the completion of a Superior Alarms Installation to include the following:*

## Security System

_____ Control Panel with Built-in Communicator and Battery Back-up
Part# _____

_____ LED Keypads _____

_____ LCD Keypads _____

_____ Exterior Siren

_____ Interior Siren

_____ Hardwire Door Contact

_____ Wireless Door Transmitters
Color _____

_____ Hardwire Window Contact

_____ Wireless Window Transmitters
Color _____

_____ Overhead Door Contact

_____ Motion Detectors
Part# _____

_____ Glass Breakage Detector

_____ Wireless Receiver
Part# _____

_____ Wireless Keyfobs
Part# _____

*One (1) Year warranty on all parts and Labor.*

**Security System Total** $ _____

## Fire System

_____ Smoke Detectors
Part# _____

_____ Interior Warning Horns
Part # _____

_____ Heat Sensors
_____ 135° _____ 190°

**Fire System Total** $ _____

## 24 Hour ~~Central~~ Station Monitoring Services

✓ Per Month Burglary _____ Per Month Fire

12- monthly monitoring @ 15.00

**Monitoring Total** $ 90.00

## System Options

_____ Cell _____ Digicell _____ Analog Phone* $ _____

_____ Text (_____ per phone) $ _____

Initial: _____Accept / X Decline

**Options Total** $ _____

**Some alarm systems report signals to our UL Listed Central Monitoring Station via regular analog telephone lines. If you choose a digital telephone provider that provides VOIP service or should your phone lines become disconnected, damaged or cut, your alarm system WILL NOT report to our Central Station. We recommend the use of one of our Cellular Back-up Solutions. These Cellular Back-up Solutions will provide an **alternate communication path** and will notify our Central Station of an alarm should you choose to*

## Miscellaneous Work

| Quantity | Description | Unit Cost | Total |
|---|---|---|---|
| | | | |
| | | | |
| | Security | | |
| | | | |
| | | | |
| | | | |

GATEWAY PRINTING & OFFICE SUPPLY INC. - EDINBURG, TEXAS 93168

# Security Order

**SUPERIOR ALARMS** www.superioralarms.com

600 Ash Avenue
PO Drawer 3097
McAllen, Texas 78502

McAllen: 956-682-6005
Toll Free: 800-580-6001
Fax: 956-213-1179

State License B-4881
Fire License ACR-86318-816

**Submitted To:**

Name: Margarita Gonzalez
Company Name: Hidalgo County WIC
Street: 3105 W. University Dr.
City: Edinburg
State/Zip: TX 78539
Home/Cell #'s:
Email:

**Work Location:**

Name: Fred
Company Name: Hidalgo County
Street: 3105 E. Richardson
City: Edinburg
State/Zip: TX
Home/Cell #'s: 380-0363
Email:

*We hereby propose to furnish all the materials and perform all the labor necessary for the completion of a Superior Alarms Installation to include the following:*

## Security System

_____ Control Panel with Built-in Communicator and Battery Back-up
Part# _____

_____ LED Keypads _____

_____ LCD Keypads _____

_____ Exterior Siren

_____ Interior Siren

_____ Hardwire Door Contact

_____ Wireless Door Transmitters
Color _____

_____ Hardwire Window Contact

_____ Wireless Window Transmitters
Color _____

_____ Overhead Door Contact

_____ Motion Detectors
Part# _____

_____ Glass Breakage Detector

_____ Wireless Receiver
Part# _____

_____ Wireless Keyfobs
Part# _____

*One (1) Year warranty on all parts and Labor.*

**Security System Total** $ _____

## Fire System

_____ Smoke Detectors
Part# _____

_____ Interior Warning Horns
Part # _____

_____ Heat Sensors
_____ 135° _____ 190°

**Fire System Total** $ _____

## 24 Hour Central Station Monitoring Services

_____ Per Month Burglary _____ ✓ Per Month Fire

12- monthly monitoring @ 25.00 **Monitoring Total** $ 150.00

## System Options

_____ Cell _____ Digicell _____ Analog Phone* $ _____

_____ Text (_____ per phone) $ _____

Initial: _____ Accept / X Decline **Options Total** $ _____

**Some alarm systems report signals to our UL Listed Central Monitoring Station via regular analog telephone lines. If you choose a digital telephone provider that provides VOIP service or should your phone lines become disconnected, damaged or cut, your alarm system WILL NOT report to our Central Station. We recommend the use of one of our Cellular Back-up Solutions. These Cellular Back-up Solutions will provide an **alternate communication path** and will notify our Central Station of an alarm should you choose to*

## Miscellaneous Work

| Quantity | Description | Unit Cost | Total |
|---|---|---|---|
| 1 | Fire Dialer | | 496.00 |
| 1 | Labor to connect to Health dept. Fire Panel | | 45.00 |
| | | | |
| | | | |
| | FIRE | | |
| | | | |
| | | | |

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER | COMMUNICATOR MAKE & MODEL DATE ON LINE | DEALER Flor

**SUBSCRIBER**

NAME Hidalgo County WIC

ADDRESS 3105 W. University Dr. (STREET) SUITE/APT NO.

CITY Edinburg STATE TX ZIP CODE 78539

TEL. NO. ( ) 380-0363 ( )

FAX NO. ( ) S. S. NO.

TDL# Email

**COMPANY**

**Superior Alarms**
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

**LOCATION OF ALARM DEVICES**

Physical Address 3105 E. Richardson City Edinburg State TX Zip

Directions to Subscriber's Location:

**CONDITIONS MONITORED**

☑ Fire ☐ Hold-up ☐ Burglar ☐ Panic ☐ Low Battery ☐ Medical ☐ Close ☐ Open ☐ Other

**TYPE OF INSTALLATION**

☐ Business ☐ Warehouse ☑ Office ☐ Store ☐ Factory ☐ Other

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

| ALARM CODE | ALARM ZONE | CONDITION | COMMENTS / AREA PREMISES INSTRUCTIONS | VERIFY YES | VERIFY NO | AUDIBLE YES | AUDIBLE NO | ALARM CODE | ALARM ZONE | CONDITION | COMMENTS / AREA PREMISES INSTRUCTIONS | VERIFY YES | VERIFY NO | AUDIBLE YES | AUDIBLE NO |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | |

**LOCAL AUTHORITIES TO BE NOTIFIED**

| CODE | AUTHORITY | NAME | TELEPHONE NUMBER |
|---|---|---|---|
| | Local Police Department | | ( ) |
| | Local Fire Department | Edinburg Fire Dept | ( ) |
| | Other | | ( ) |
| | Other | | ( ) |

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

| | NAME | PRIMARY PHONE # (Desc) | ALTERNATE PHONE # (Desc) | CODE WORD |
|---|---|---|---|---|
| 1 | Marissa Sanchez | (956) 647-3562 ( ) | ( ) | |
| 2 | Martha Flores | (956) 624-2764 ( ) | ( ) | |
| 3 | Fred Martinez | (956) 802-9817 ( ) | ( ) | |
| 4 | | ( ) | ( ) | |
| 5 | | ( ) | ( ) | |

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:

☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

| | SUN | MON. | TUES. | WED. | THURS. | FRI. | SAT. |
|---|---|---|---|---|---|---|---|
| OPEN | | | | | | | |
| CLOSE | | | | | | | |

Early Open Allowance

Late Open Allowance

Late Close Allowance

Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

**FEES • TERMS • PAYMENTS**

INITIAL TERM: 3 Year(s) Annual Fee $ 300.00 + tax

4 No. of payments equal payments of $ 150.00 each payable semi on the 15th day of

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER | COMMUNICATOR MAKE & MODEL DATE ON LINE | DEALER: Flor

**SUBSCRIBER**

NAME: Hidalgo County WIC
ADDRESS: 3105 W. University (STREET) SUITE/APT NO.
CITY: Edinburg STATE: TX ZIP CODE: 78539
TEL. NO. ( ) ( )
FAX NO. ( ) S. S. NO.
TDL# Email

**COMPANY**

**Superior Alarms**
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

**LOCATION OF ALARM DEVICES**

Physical Address 3105 E. Richardson City Edinburg State TX Zip
Directions to Subscriber's Location:

**CONDITIONS MONITORED**

☐ Fire ☐ Hold-up ☑ Burglar ☑ Panic ☑ Low Battery ☐ Medical ☐ Close ☐ Open ☐ Other

**TYPE OF INSTALLATION**

☐ Business ☐ Warehouse ☑ Office ☐ Store ☐ Factory ☐ Other

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

| ALARM CODE | ALARM ZONE | CONDITION | COMMENTS / AREA PREMISES INSTRUCTIONS | VERIFY YES | VERIFY NO | AUDIBLE YES | AUDIBLE NO | ALARM CODE | ALARM ZONE | CONDITION | COMMENTS / AREA PREMISES INSTRUCTIONS | VERIFY YES | VERIFY NO | AUDIBLE YES | AUDIBLE NO |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | |

**LOCAL AUTHORITIES TO BE NOTIFIED**

| CODE | AUTHORITY | NAME | TELEPHONE NUMBER |
|---|---|---|---|
| | Local Police Department | Edinburg P.D. | ( ) |
| | Local Fire Department | | ( ) |
| | Other | | ( ) |
| | Other | | ( ) |

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

| | NAME | PRIMARY PHONE # (Desc) | ALTERNATE PHONE # (Desc) | CODE WORD |
|---|---|---|---|---|
| 1 | Fred Martinez | 802-9817 ( M ) | ( ) | |
| 2 | | ( ) | ( ) | |
| 3 | | ( ) | ( ) | |
| 4 | | ( ) | ( ) | |
| 5 | | ( ) | ( ) | |

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken
Supervised schedule below: use your local time.

| | SUN | MON. | TUES. | WED. | THURS. | FRI. | SAT. |
|---|---|---|---|---|---|---|---|
| OPEN | | | | | | | |
| CLOSE | | | | | | | |

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

**FEES • TERMS • PAYMENTS**

INITIAL TERM: 3 Year(s) Annual Fee $ 180.00 + tax
12 No. of payments equal payments of $ 90.00 each payable semi on the 15th day of

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER | COMMUNICATOR MAKE & MODEL DATE ON LINE | DEALER Brian M.

**SUBSCRIBER**

NAME Hidalgo County WIC Program
ADDRESS 3105 W. University Dr. STREET BUILDING/APT. NO.
CITY Edinburg STATE TX ZIP CODE 78539
TEL. NO. ( ) ( )
FAX NO. ( ) S. S. NO.
TDL# Email

**COMPANY**

**Superior Alarms**
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

**LOCATION OF ALARM DEVICES**

Physical Address 3513 E. Main City Alton State TX Zip 78573
Directions to Subscriber's Location:

**CONDITIONS MONITORED**

☐ Fire ___ ☐ Hold-up ___ ☑ Burglar ___ ☑ Panic ___ ☑ Low Battery ☐ Medical ☐ Close ☐ Open ☐ Other ___

**TYPE OF INSTALLATION**

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

| ALARM CODE | ALARM ZONE | CONDITION | COMMENTS / AREA PREMISES INSTRUCTIONS | VERIFY YES | VERIFY NO | AUDIBLE YES | AUDIBLE NO | ALARM CODE | ALARM ZONE | CONDITION | COMMENTS / AREA PREMISES INSTRUCTIONS | VERIFY YES | VERIFY NO | AUDIBLE YES | AUDIBLE NO |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | |

**LOCAL AUTHORITIES TO BE NOTIFIED**

| CODE | AUTHORITY | NAME | TELEPHONE NUMBER |
|---|---|---|---|
| | Local Police Department | Alton P.D. | ( ) |
| | Local Fire Department | | ( ) |
| | Other | | ( ) |
| | Other | | ( ) |

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

| | NAME | PRIMARY PHONE # (Desc) | ALTERNATE PHONE # (Desc) | CODE WORD |
|---|---|---|---|---|
| 1 | | ( ) | ( ) | |
| 2 | | ( ) | ( ) | |
| 3 | * See exhibit A * | ( ) | ( ) | |
| 4 | | ( ) | ( ) | |
| 5 | | ( ) | ( ) | |

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken
Supervised schedule below: use your local time.

| | SUN | MON. | TUES. | WED. | THURS. | FRI. | SAT. |
|---|---|---|---|---|---|---|---|
| OPEN | | | | | | | |
| CLOSE | | | | | | | |

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

**FEES • TERMS • PAYMENTS**

INITIAL TERM: 3 Year(s) Annual Fee $ 180.00 + tax
12 No. of payments equal payments of $ 15.00 each payable monthly on the 1st day of

# TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provision

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition; nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided, and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the Installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees - Terms - Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or $5.00, whichever is more.

B. This Agreement shall be for the initial Term set forth in the heading "Fees - Terms - Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof as Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period; and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever: (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or this monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may imposes fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals. If Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E. below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTIRBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

## ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

_____

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that: (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, to of such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's is; after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor of assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims); and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) above); and (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph). All and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the context otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of the Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause" or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercises shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1147

*We send the police there in a hurry!*

June 18th, 2013

Addendum to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum.

1. The County of Hidalgo is allowed to terminate this Agreement at any time without cause on 30 days written notice to customer.
2. Paragraph IV. B. add to beginning of paragraph : "Any indemnity of Subscriber herein is limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity,"

County of Hidalgo
2802 South Business Highway 281
Edinburg, Texas 78539
956-318-2626

_____
Title

Superior Alarms
600 Ash Avenue
McAllen, Texas 78501
800-580-6001

_____
President

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
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County of Hidalgo
2802 South Business Highway 281
Edinburg, Texas 78539
956-318-2626

_____
Title

Superior Alarms
600 Ash Avenue
McAllen, Texas 78501
800-580-6001

_____
President

## Superior Alarms Monitoring Agreement

From: Connie Burkett

To: Tanya De Lira

Cc: martha salazar, Matilde Faz, Liza Lopez, Alfredo D. Garcia

Good morning, Tanya!

I apologize for the delay in responding. I had several emails, including yours, that were trapped by our spam filter yesterday afternoon.

Hidalgo County can enter into a service agreement with Superior Alarms under BuyBoard Contract 401-12. Because of the nature of the proc and services offered under this contract, the only way to obtain the best service and price is to enter into an agreement between the County vendor for exactly the products/services required.

Respectfully,

Connie W. Burkett, CTPM
Contract Administrator
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

**From:** Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]
**Sent:** Thursday, August 01, 2013 11:40 AM
**To:** Connie Burkett
**Cc:** martha salazar; Matilde Faz; Liza Lopez; Alfredo D. Garcia
**Subject:** Superior Alarms Monitoring Agreement

**Zimbra** **martha.salazar@co.hidalgo.tx.us**

## Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Jun 20, 2013 09:50 AM

**Subject :** Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION 1 attachment

**To :** Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Matilde Faz <matilde.faz@co.hidalgo.tx.us>

Ladies:
This e-mail will serve as approval to form by our legal counsel. I am so relieved after two years we can finally get these invoices processed.
Marty

PS Supporting documentation for agenda item.

---

**From:** "Steve Crain" <scrain@atlashall.com>
**To:** "Alan Yoder" <alan@superioralarms.com>
**Cc:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Wednesday, June 19, 2013 4:20:13 PM
**Subject:** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Please send the two signed originls to Martha Salazar at the Hidalgo County Purchasing Department. Thanks.

---

**From:** Alan Yoder [mailto:alan@superioralarms.com]
**Sent:** Wednesday, June 19, 2013 3:45 PM
**To:** 'Steve Crain'
**Subject:** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Ok, Are you planning on getting it signed by the County Judge and would you like me to bring over 2 copies of it already signed on our side so that you can just return to us 1 copy?

Sincerely,

Alan Yoder, CET
President
CVI-20100609-1053112
Superior Alarms *(Established 1986)*
600 Ash Avenue
McAllen, Texas 78501
alan@superioralarms.com
www.superioralarms.com
956-682-6005 Office
956-213-1147 Fax
*Put our 27 years of experience to work for you!*
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**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Wednesday, June 19, 2013 3:14 PM
**To:** 'Alan Yoder'
**Subject:** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

That works.

**From:** Alan Yoder [mailto:alan@superioralarms.com]
**Sent:** Wednesday, June 19, 2013 2:44 PM
**To:** 'Stephen L. Crain'
**Subject:** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Steve,

This is the third and FINAL draft of the addendum.

Sincerely,

Alan Yoder, CET
President
CVI-20100609-1053112
Superior Alarms *(Established 1986)*
600 Ash Avenue
McAllen, Texas 78501
alan@superioralarms.com
www.superioralarms.com
956-682-6005 Office
956-213-1147 Fax
*Put our 27 years of experience to work for you!*
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**From:** Stephen L. Crain [mailto:scrain@atlashall.com]
**Sent:** Wednesday, June 19, 2013 2:16 PM
**To:** alan@superioralarms.com
**Subject:** Addendum to Commercial Alarm Monitoring Agreement

Stephen L. Crain
**ATLAS, HALL & RODRIGUEZ, LLP**
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221

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Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

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Atlas Hall Rodriguez **image001.jpg**
5 KB

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**AI-41501** **Purchasing Department 7. H.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

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

Department: PURCHASING DEPT.

## Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County WIC Program-Lease of Office Space-City of Roma" Bid No. 2013-213-SMA including the re-advertising of project in the event no bids received and/or rejection of responses received and project is still required.

BACKGROUND

1. )Draft Contract Document form was previously reviewed & modified by by legal counsel on 10/30/13
2.) Proposed Schedule of Events:
1st Advertisement: Nov. 16, 2013
2nd Advertisement:Nov. 23, 2013
Bid Opening Date: December 04, 2013

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 1292-441-00-350-001-4-441

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

BUDGETARY IMPACT:

## Attachments

depts approval, draft lease agreement, draft specs,

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/31/2013 08:38 AM |
| Budget & Management | Obdett Calzada | 10/31/2013 10:14 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Sandra Montalvo Started On: 10/29/2013 06:50 AM

Final Approval Date: 11/08/2013

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

# MEMORANDUM

(Departments Approval of Specifications)

**TO:** Norma Longoria, WIC Director

**ATTN:** Margarita Gonzalez, Adm. Asst. via email:mague.gonzalez@wic.co.hidalgo.tx.us

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

**DATE:** **July 23, 2013**

**RE:** Approval of Specifications/Requirements for: Bid No.: 2013-213-00-00-SMA-HIDALGO COUNTY WIC PROGRAM-"Lease of Office Space-City of Roma"

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

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

| | |
|---|---|
| APPROVE ☑ | DISAPPROVE ☐ |
| APPROVED WITH MODIFICATIONS ☐ | |

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 3.1292.441.00.350.001.4.441

| Norma Longoria | Norma Longoria | WIC | 10/18/13 |
|---|---|---|---|
| AUTHORIZED SIGNATURE | PRINT NAME | DEPARTMENT | DATE |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than August 01, 2013 @ 10:00 A.M.**

Enclosures

# EXHIBIT "A"

**SPECIFICATIONS/REQUIREMENTS**

***HIDALGO COUNTY WIC PROGRAM***

***"Lease of Office Space-City of Roma"***

Bid No: 2013-213-00-00-SMA

**Instructions to bidders**:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

## SPECIFICATIONS

1) Said office space shall have the designated rooms or areas for conducting the following functions:
   a. Reception area, Nutrition Education, Counseling room, Issuance of food cards via computers, lab and screening room, lactation room, lounge area and two (2) storage rooms.

2) Said office space should be located in a major thoroughfare of Starr County in the city of Roma, Texas.

3) Building shall consist of a minimum of 2,500 square feet to a maximum of 3,800 square feet of available floor space to perform WIC services;

4) Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations;

5) Building premises shall have public handicapped accessible restroom facilities for both men and women. Separate restroom facilities for employees.

6) The public parking lot shall consist of at least twenty (20) parking spaces for clients, ten (10) spaces for employees with two (2) designated handicap parking spaces, with ramp access available from such spaces to the building. Building access must comply with American Disability Act Parking Requirements;

7) Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including outside maintenance and garbage pick-up.

8) Building shall be free from rodents & insects prior to occupancy by the WIC Program staff. Lessor will be responsible and at Lessor's expense for pest control throughout term of this contract/lease.

9) The floor plans of the building will be constructed according to the Program Director. If present building needs renovation; the renovation work will be made by Lessor and at Lessor's cost and to be completed at least 45 days from the date of award;

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10) Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, central air & heating maintenance , also by keeping entire Building free of mold at all times;

11) An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of awarding bid and execution of contract or the award will become void/null;

12) If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

**REQUIREMENTS and/or TERMS & CONDITIONS**

1) The awarded bidder shall adhere to the following insurance requirements:
   a. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

   b. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: **Insurance Requirements: See Exhibit "C" attached**. Plus also insure building for fire, accident and natural disaster;

   c. The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

2) Bidder must charge by the square foot for the rental space;

3) Floors should have commercial or ceramic tile, no carpeting. Lessor is responsible for floor maintenance.

4) The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract.

**5)** Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation**.**

6) Building shall be in good working condition and be handicap accessible to provide services to all clients.

7) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract/lease 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.

8) The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building;

9) Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action.

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10) Bidder(s) must provide the legal description of the property along with your bid and include a proposed "***floor plan layout"*** of your facility.

11) Hidalgo County is requesting all interested vendor(s) submitting bids must provide the following: Property ID# and/or Geographic ID# and the Legal Description as listed on your local Starr County Appraisal District for proposed property being submitted for this project.

**TERM:**

1) The initial term of contract/lease shall be for a period of five (5) years with the County's option to renew contract for an additional one (1) year term under the same rates, terms and conditions.

2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract3

**ADDITIONAL INFORMATION:**

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes ) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, month, date, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, month date , 2013 by 5:00 p.m.

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| Bid No: 2013-213-12-04-SMA | Buyer: Sandra Montalvo | Tel. No: (956) 318-2626 x 4865 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY WIC PROGRAM

*"Lease Office Space-City of Roma"*

## BID OPENING DATE: December 04, 2013

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 WIC PROGRAM- LEASE OFFICESPACE-CITY OF ROMA"*** 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:2013-213-12-04-SMA-*HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF ROMA"*** 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, DECEMBER 04, 2013.**

   **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*-2013-213-12-04-SMA-*HIDALGO COUNTY WIC PROGRAM-LEASE OFFICE SPACE-CITY OF ROMA*". 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. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

**15. DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS**:

- **Invoices must include:**
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"HIDALGO COUNTY WIC PROGRAM –LEASE OFFICE SPACE-CITY OF ROMA"** 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 WIC Program**
**Attn: Margarita Gonzalez**
**3105 W. University Dr.**
**Edinburg, TX. 78539**
**(956) 381-4646**

## 17. SCHEDULE OF EVENTS

| **Bid Opening at 9:30 a.m.** | **December 04, 2013** |
|---|---|
| Award of Contract | |
| Commence Work or Deliver Products | |

## 18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT(if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if Applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
**HIDALGO COUNTY WIC PROGRAM**
**"LEASE OF OFFICE SPACE- CITY OF ROMA"**

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: _____

# RE: HIDALGO COUNTY WIC PROGRAM-LEASE OF OFFICE SPACE -CITY OF ROMA BID NO-2013-213-SMA

**From :** Steve Crain <scrain@atlashall.com> Wed, Oct 30, 2013 12:20 PM

**Subject :** RE: HIDALGO COUNTY WIC PROGRAM-LEASE OF OFFICE SPACE -CITY OF ROMA BID NO-2013-213-SMA

**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The draft lease is fine.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Wednesday, October 30, 2013 11:57 AM
**To:** Steve Crain
**Subject:** Fwd: HIDALGO COUNTY WIC PROGRAM-LEASE OF OFFICE SPACE -CITY OF ROMA BID NO-2013-213-SMA

Mr. Crain:

Can you please review draft lease agreement.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

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**From:** "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
**To:** "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>
**Sent:** Friday, October 18, 2013 4:55:36 PM
**Subject:** Fwd: HIDALGO COUNTY WIC PROGRAM-LEASE OF OFFICE SPACE -CITY OF ROMA BID NO-2013-213-SMA

¡ NEED A DRAFT CONTRACT.

---

**From:** "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
**To:** "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
**Sent:** Friday, October 18, 2013 3:52:26 PM
**Subject:** Re: HIDALGO COUNTY WIC PROGRAM-LEASE OF OFFICE SPACE -CITY OF ROMA BID

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

# LEASE

**C-13-0213-00-00**

THIS LEASE is made and entered into by and between **VENDOR'S NAME**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

## ARTICLE 1. TERM

### Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for five (5) years commencing on _____, 2014 (as hereinafter defined) and ending on _____, 2019 (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor

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provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

**Renewal or Termination**

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

**Holdover**

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as

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Lessor's consent for Lessee to hold over.

**Termination**

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

**Lessor's Warranty of Quiet Enjoyment**

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

**ARTICLE 2. RENT**

**Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to _____($_____) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that

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includes the Commencement Date.

**Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at _____or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

**Taxes**

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

**ARTICLE 3. USE OF PREMISES**

**Permitted Use**

3.1 Lessee may use the premises for office space and for any other lawful purpose.

**Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

**ARTICLE 4. REPAIRS AND MAINTENANCE**

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall

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be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

**LESSOR'S AND LESSEE'S DUTIES TO REPAIR**

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

**LESSOR'S DUTY**

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water,

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or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

**Lessee's Right to Repair for Lessor or Vacate**

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any

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rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

## ARTICLE 5. UTILITIES

### Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

## ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

### Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

### Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

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## ARTICLE 7. SIGNS

### Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## ARTICLE 9. INSURANCE AND INDEMNITY

### Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements.

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The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

**General Liability Insurance**

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

**Remedy for Failure to Provide Insurance**

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of

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non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

## ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

### Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor’s sole cost and risk proceed forthwith to

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rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

## ARTICLE 11. CONDEMNATION

### Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority

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under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

**Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## ARTICLE 12. DEFAULT

**Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any

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part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

**Default by Lessor**

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

**Cumulative Remedies**

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

**Waiver of Breach**

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12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## ARTICLE 13. ASSIGNMENT AND SUBLETTING

### Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

### Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## ARTICLE 14. MISCELLANEOUS

### Notices and Addresses

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14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:

County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

**Parties Bound**

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

**Texas Law to Apply**

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

**Legal Construction**

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall

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be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

**Prior Agreements Superseded**

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

**Amendment**

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

**Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

**Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition,

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or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

**Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

**Estoppel Information**

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

**Time of Essence**

14.12 Time is of the essence of this Lease Agreement.

**Commitment of Current Revenues Only**

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the

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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).

**THE UNDERSIGNED** Lessor and Lessee execute this Lease Agreement on the day of _____, 2014.

| **HIDALGO COUNTY** | **VENDOR'S NAME** |
|---|---|
| _____ | _____ |
| By: Ramon Garcia, County Judge | By: |
| **APPROVED AS TO FORM**: Atlas, Hall & Rodriguez, L.L.P. | **ATTEST:** |
| _____ | _____ |
| By: Stephen L. Crain | By: Arturo Guajardo Jr., County Clerk |

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# EXHIBIT “A”
# LEGAL DESCRIPTION

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# EXHIBIT “B”
# REQUEST FOR BID (RFB) &
# BID PAGE

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# EXHIBIT “C”
# CERTIFICATE OF INSURANCE

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**AI-41430** **Purchasing Department 7. I.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Dagoberto Rios, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Dora Lopez, Court Coordinator, Hidalgo County 92nd District Court, is formally requesting the removal of fixed assets listed in Exhibit A. All supporting documentation has been attached.

BACKGROUND

## Attachments

Affidavit/Depreciation/List

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/31/2013 08:31 AM |
| Budget & Management | Obdett Calzada | 10/31/2013 09:43 AM |
| Obdett Calzada | Obdett Calzada | 11/07/2013 08:37 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Dagoberto Rios Started On: 10/24/2013 10:52 AM

Final Approval Date: 11/08/2013

AFFIDAVIT

State Of Texas |
|
County of Hidalgo |

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Dora Lopez, who after being duly sworn, deposes and says:

My name is Dora Lopez and I am the Court Coordinator at the Hidalgo County 92nd District Court.

I am requesting that the Hidalgo County Commissioner's Court and/or the Hidalgo County Purchasing Department remove the items listed on Exhibit A, attached hereto, as inventory in this Department's possession. After exhausting all efforts to locate these items by the Purchasing Department, it has been determined that these items are no longer physically present in this Department or part of our inventory.

These items have been searched for by the Fixed Assets Division of the Purchasing Department with the assistance of Dagoberto Rios and this department. Together, we have reviewed our current inventory.

The above is true and correct to the best of my knowledge.

Dora Lopez
Court Coordinator

State of Texas |
|
County Of Hidalgo |

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this the 13 day of October, 2013.

NOTARY PUBLIC STATE OF TEXAS
ELIZABETH BANDA
My Commission Expires
March 03, 2016

NOTARY PUBLIC, State of Texas

# HIDALGO COUNTY
# 92ND DISTRICT COURT

**EXHIBIT "A"** **10/23/2013**

| ASSET NR | DESCRIPTION | SERIAL NUMBER | DATE AQUI |
|---|---|---|---|
| 26861 | HON 38055 GRAY 30X60 | NONE | 9/2/1993 |
| 26995 | HON 38853, W/DOORS, GRAY | NONE | 9/28/1993 |
| 28639 | HON 5-DRAWER, LEGAL, GRAY | NONE | 2/28/1995 |
| 41911 | TOSHIBA PC TOS P25-S607 H8/2.8 | S83036219C | 1/30/2004 |
| 47035 | DELL-LATTITUDE D620, INTEL T5500-LAPTOP | 1J9DCD1 | 8/21/2007 |

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: DAGO RIOS
Requested By: DORA LOPEZ
Date: 10/2/2013

| Asset Number | Description | Hist Cost | Acq Date | Acq. Year | Current Date | Life Expectancy | Curr Usage (yrs) | Residual Value 10% | Depreciable Value | Yearly Depreciatio | Current Depreciation | Current Value |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 26861 | HON 38055 GRAY 30X60 | $252.00 | 9/28/1993 | 1993 | 2013 | 7 | 20 | $25.20 | $226.80 | $32.40 | $226.80 | $0.00 |
| 26995 | HON 38853, W/DOORS, GRAY | $277.00 | 9/28/1993 | 1993 | 2013 | 7 | 20 | $27.70 | $249.30 | $35.61 | $249.30 | $0.00 |
| 28639 | HON 5-DRAWER, LEGAL, GRAY | $306.05 | 2/28/1995 | 1995 | 2013 | 7 | 18 | $30.61 | $275.45 | $39.35 | $275.45 | $0.00 |
| 41911 | TOSHIBA PC TOS P25-S607 H8/2.8 | $2,065.00 | 1/30/2004 | 2004 | 2013 | 6 | 9 | $206.50 | $1,858.50 | $309.75 | $1,858.50 | $0.00 |
| 47035 | DELL-LATTITUDE D620, INTEL T5500-LAPTOP | $1,707.32 | 8/21/2007 | 2007 | 2013 | 6 | 6 | $170.73 | $1,536.59 | $256.10 | $1,536.59 | $0.00 |
| | | **$4,607.37** | | | | | | **$460.74** | **$4,146.63** | | **$4,146.63** | **$0.00** |

**Historical Cost - Residual Value =** **$4,146.63**

**AI-41355** **Purchasing Department 7. J.**

**CC CONSENT**

**Meeting Date:** 11/12/2013

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

ADD/DELETE FUEL CARD USERS/DRIVERS

1. DISTRICT ATTORNEY OFFICE- DELETE DRIVER

2. DISTRICT ATTORNEY OFFICE- ADD DRIVER

BACKGROUND

## Attachments

BACK-UP

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Darlene Betancourt | 10/31/2013 08:37 AM |
| Budget & Management | Obdett Calzada | 10/31/2013 09:42 AM |
| Obdett Calzada | Obdett Calzada | 11/07/2013 08:50 AM |
| Auditor's Office | Monica Badillo | 11/08/2013 05:07 PM |

Form Started By: Nielda Cavazos Started On: 10/22/2013 09:16 AM

Final Approval Date: 11/08/2013

# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☒ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | District Attorney |
| **Billing Address:** | 100 N Closner Blvd, 3rd Fl, Edinburg, TX 78539 |
| **Fuel Card Manager:** | Roy Cazares |
| | This person can not have use of the fuel card |
| **Phone Number:** | 956-318-2300 **County Email:** roy.cazares@da.co.hidalgo.tx.us |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 3-1222-412-00-080-006-0-626 |
| **Requested By:** | FOR RENE GUERRA |
| Original Signature is required | Sign & Print Elected/Official Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: Agenda Item No. # 21/355

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | **Asset Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
| Charlie Vela | | 017477 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

*Form F.1.1 Revised:* *Attach separate list if additional users are required*

# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | District Attorney |
| **Billing Address:** | 100 N Closner Blvd, 3rd Fl, Edinburg, TX 78539 |
| **Fuel Card Manager:** | Roy Cazares |
| | This person can not have use of the fuel card |
| **Phone Number:** | 956-318-2300 **County Email:** roy.cazares@da.co.hidalgo.tx.us |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 3-1222-412-00-080-006-0-626 |
| **Requested By:** | FOR RENE GUERRA |
| Original Signature is required | Sign & Print Elected/Official Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: Agenda Item No. # 4/1355

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | **Asset Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
|---|---|---|---|---|
| | | | | |
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List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
| Norma De La Rosa | 06/10/1972 | 195790 | | |
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*Form F.1.1 Revised:*

*Attach separate list if additional users are required*